



Town Council Agenda Report

SUBJECT: Resolution

CONTACT PERSON/NUMBER: Cheryl Dolin (954) 797-1191

TITLE OF AGENDA ITEM:

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE HASKELL COMPANY TO PROVIDE DESIGN/BUILD SERVICES FOR IMPROVEMENTS TO PINE ISLAND PARK.

REPORT IN BRIEF:

With consideration of four (4) design build proposals presented to the Town Council at their meeting of May 17, 2000, the Council selected the Haskell Company and authorized staff to negotiate a contract for services. These negotiations have been successful delivering a design and construction contract which provides for each of the programed improvements identified within the Parks Bond proposal together with site and lighting enhancements to improve services and compatibility with adjacent residential developments, all within the designated budget parameters. These improvements include sports fields, concession/restroom buildings, roller hockey, basketball, tennis courts, recreation and playground areas, sports and site lighting, trails, picnic areas, and landscaping. Specifics for these improvements are included in the attached summary.

This contract provides for design and construction services with a completion interval of seven (7) months for substantial completion delivering these facilities February, 2001.

PREVIOUS ACTIONS:

R-2000-114 Resolution

CONCURRENCES:

Non applicable

FISCAL IMPACT:

Has request been budgeted? Yes

Funding appropriated? Yes. \$4,110,220.90

Account Name: Capital Outlay-Pine Island Park Bond Improvements

Additional Comments: Not applicable

RECOMMENDATION(S):

Motion to approve the resolution.

Attachment(s):

Project Summary

Resolution

Contract

PROJECT SUMMERY

Parks Bond Proposal

8 Baseball/Softball Fields (2 fourplexs)

Light 8 fields

Four roller hockey rinks

Lighting for four hockey rinks

Four restroom/concession centers

Two playgrounds

Two warm up areas

Four Tennis Courts

Lighting for four tennis courts

Three picnic shelters

Parking

Lighting for parking lots

Drainage

Provide irrigation throughout park

Provide storage room/bleachers

Add fencing/landscaping

Pathway lighting

Provided in Design Build/Contract

11 Baseball/Softball Fields

Provide "Musco" designed "glare resistant" sports lighting system

Four roller hockey rinks

Lighting for four hockey rinks

Four restroom/concession centers

Two playgrounds

Two warm up areas

Four Tennis Courts

Lighting for four tennis courts

Three picnic shelters

Parking

Lighting for parking lots

Drainage

Provide irrigation throughout park

Provide storage room/bleachers

Add fencing/landscaping

Ambient pathway lighting

Additional amenities provided in Design/Build Contract

Equestrian trail with watering trough

Sand volleyball court

Two horseshoe pits

Water feature at park entry

Parks Bond Proposal

Multipurpose Activity Center

Complete lighting for football/soccer fields

Provide 4' fencing around stadium field

Install water spray playground

Add picnic tables, benches, lighting, shade trees
throughout complex

Provide under separate contract

Multipurpose Activity Center

Complete lighting for football/soccer fields

Provide 4' fencing around stadium field

Install water spray playground

Add picnic tables, benches, lighting, shade trees
throughout complex

Project Identification Signage

New sanitary force main and lift station

New water and sewer utility systems

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE HASKELL COMPANY TO PROVIDE DESIGN/BUILD SERVICES FOR IMPROVEMENTS TO PINE ISLAND PARK.

WHEREAS, the Town Council previously approved the selection of The Haskell Company as the best qualified firm to provide design/build services for improvements to Pine Island Park by Resolution No. R-2000-114; and

WHEREAS, it is in the Town's best interest to execute a contract for these services; and

WHEREAS, after review, the Town Council wishes to authorize the Mayor to execute a contract with The Haskell Company.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie authorizes the Mayor to execute a contract with The Haskell Company for design/build services for improvements to Pine Island Park, attached hereto and identified as Attachment "A".

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2000.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2000.

DBIA



DESIGN-BUILD
INSTITUTE OF AMERICA

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND DESIGN- BUILDER — LUMP SUM

Document No. 525

First Edition, 1998

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Washington, DC

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**DESIGN-BUILD
INSTITUTE OF AMERICA**

Standard Form of Agreement Between Owner and Design-Builder — Lump Sum

*This document has important legal consequences. Consultation with
an attorney is recommended with respect to its completion or modification.*

This **AGREEMENT** is made as of the _____ day of _____
in the year of 2000, by and between the following parties, for services in connection with the Project
identified below.

OWNER:
(Name and address)

Town of Davie
6591 Orange Drive
Davie, Florida 33314-3390

DESIGN-BUILDER:

(Name and address)

The Haskell Company (A Florida Corporation)
111 Riverside Avenue
Jacksonville, Florida 32202

PROJECT:

*(Include Project name and location
as it will appear in the Contract
Documents)*

Name: Design-Build Additions
to Pine Island Park
Project No. B-00-36

Location: Davie, Florida

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree
as set forth herein.

Article 1

Scope of Work

1.1 Design-Builder shall perform all design and construction services, and provide all material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the Contract Documents.

Article 2

Contract Documents

2.1 The Contract Documents are comprised of the following:

- .1 All written modifications, amendments and change orders to this Agreement issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (1998 Edition) ("General Conditions of Contract");
- .2 This Agreement, including all exhibits and attachments, executed by Owner and Design-Builder;
- .3 Written Supplementary Conditions, if any, to the General Conditions of Contract;
- .4 The General Conditions of Contract;
- .5 Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract;
- .6 Design-Builder's Deviation List, if any, contained in Design-Builder's Proposal, which shall specifically identify any and all deviations from Owner's Project Criteria;
- .7 Owner's Project Criteria;
- .8 Design-Builder's Proposal, except for the Deviation List, submitted in response to Owner's Project Criteria; and
- .9 The following other documents, if any: *(Identify, for example, Unit Price Schedules, Design-Builder's allowances, Performance Standard Requirements, Owner's Permit List and any other document Owner and Design-Builder elect to make a Contract Document)*
 - A) Town of Davis RFP Bid No. B-00-38, dated February 9, 2000; and Addenda 1-4.
 - B) The Haskell Company Bid Proposal for Bid No. B-0038, dated June 22, 2000
 - C) Certificate of insurance;
 - D) The Haskell Company initial Bid Proposal for Bid No. B-0038, dated May 3, 2000.
 - E) The Haskell Company site Earthwork Preparation, Fill and Grading Scope of work dated June 22, 2000.
 - F) Haskell Master Plan Drawings.
 - G) Paving drawing for in-line hockey area.
 - H) Calvin-Giordano storm water drawings dated 30 May 2000.

Article 3

Interpretation and Intent

3.1 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof.

3.2 Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

3.3 The Contract Documents form the entire agreement between Owner and Design-Builders and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

Article 4

Ownership of Work Product

4.1 **Work Product.** All drawings, specifications and other documents and electronic data furnished by Design-Builders to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builders shall retain the ownership and property interests therein, including the copyrights thereto.

~~Deleted~~
4.2 ~~Owner's Limited License Upon Payment in Full. Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builders shall grant Owner a limited license to use the Work Product in connection with Owner's occupancy of the Project, conditioned on Owner's express understanding that its use of the Work Product is at Owner's sole risk and without liability or legal exposure to Design-Builders or anyone working by or through Design-Builders, including Design Consultants of any tier (collectively the "Indemnified Parties").~~

4.3 **Owner's Limited License Upon Owner's Termination for Convenience or Design-Builders' Election to Terminate.** If Owner terminates the Project for its convenience as set forth in Article 8 hereof, or if Design-Builders elects to terminate this Agreement in accordance with Section 11.4 of the General Conditions of Contract, Design-Builders shall, upon Owner's payment in full of the amounts due Design-Builders under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, conditioned on the following:

- .1 Use of the Work Product is at Owner's sole risk without liability or legal exposure to any Indemnified Party; and
- .2 Owner agrees to pay Design-Builders the additional sum of one hundred forty thousand Dollars (\$140,000.00) as compensation for the right to use the Work Product in accordance with this Article 4 if Owner resumes the Project through its employees, agents, or third parties.

4.4 **Owner's Limited License Upon Design-Builders' Default.** If this Agreement is terminated due to Design-Builders' default pursuant to Section 11.2 of the General Conditions of Contract and (i) it is determined that Design-Builders was in default and (ii) Owner has fully satisfied all of its obligations under the Contract Documents, Design-Builders shall grant Owner a limited license to use the Work Product in connection with

Owner's completion and occupancy of the Project. This limited license is conditioned on Owner's express understanding that its use of the Work Product is at Owner's sole risk and without liability or legal exposure to any Indemnified Party.

4.5 Owner's Indemnification for Use of Work Product. If Owner uses the Work Product under any of the circumstances identified in this Article 4, Owner shall defend, indemnify and hold harmless the Indemnified Parties from and against any and all claims, damages, liabilities, losses and expenses, including attorneys' fees, arising out of or resulting from the use of the Work Product.

Article 5 Contract Time

5.1 Date of Commencement. The Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing.

5.2 Substantial Completion and Final Completion

5.2.1 Substantial Completion of the entire Work shall be achieved no later than two hundred ^{ten} forty ~~two hundred~~ calendar days after the Date of Commencement ("Scheduled Substantial Completion Date").

5.2.2 Interim milestones and/or Substantial Completion of identified portions of the Work shall be achieved as follows: *(Insert any interim milestones for portions of the Work with different scheduled dates for Substantial Completion)*

- None -

5.2.3 Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable, and shall be completed not later than sixty (60) days after substantial completion.

5.2.4 All of the dates set forth in this Article 5 ("Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

5.3 Time is of the Essence. Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

5.4 Liquidated Damages. Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained by one (1) days after the Scheduled Substantial Completion Date (the "LD Date"), Design-Builder shall pay Owner five hundred Dollars (\$ 500.00) as liquidated damages for each day that Substantial Completion extends beyond the LD Date. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential, and of whatsoever nature incurred by Owner which are occasioned by any delay in achieving Substantial Completion. *(If liquidated damages are applicable to any dates set forth in Section 5.2.2 hereof, this Section 5.4 will need to be modified accordingly)*

~~deleted~~ 5.5 ~~Early Completion Bonus. If Substantial Completion is attained on or before~~
~~() days before the Scheduled Substantial Completion Date (the "Bonus Date"), Owner shall pay~~
~~Design-Builder at the time of Final Payment under Section 7.3 hereof an early completion bonus of~~
~~_____ Dollars (\$) for each day that Substantial Completion is attained earlier~~
~~than the Bonus Date. If the early completion bonus is applicable in any dollar set forth in Section 5.5.2 hereof, this Section 5.5 shall~~
~~be modified accordingly.~~

Article 6

Contract Price

6.1 Contract Price. Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract the sum of * _____ Dollars (\$ 4,110,220.90) ("Contract Price"), subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.

four million one hundred ten thousand two hundred twenty dollars and ninety cents

~~deleted~~ 6.2 ~~Markups for Changes. If the Contract Price requires an adjustment due to changes in the Work, and~~
~~the cost of such changes is determined under Sections 6.4.1.1 or 6.4.1.4 of the General Conditions of~~
~~Contract, the following markups shall be allowed on such changes: (insert applicable markup)~~

Article 7

Procedure for Payment

7.1 Progress Payments

7.1.1 Design-Builder shall submit to Owner on the twentieth (20th) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

7.1.2 Owner shall make payment ~~within (60) days~~ after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract. the Florida Prompt Payment Act and with

7.2 Retainage on Progress Payments

7.2.1 Owner will retain ten percent (10 %) of each Application for Payment provided, however, that when fifty percent (50%) of the Work has been completed by Design-Builder, Owner will not retain any additional amounts from Design-Builder's subsequent Applications for Payment. Owner will also reasonably consider reducing retainage for Subcontractors completing their work early in the Project.

~~retial~~
~~lations~~ 7.2.2 Upon ~~Substantial~~ Completion of the entire Work ~~or, if applicable, any portion of the Work~~, pursuant to Section 6.5 of the General Conditions of Contract, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work ~~or completed portion of the Work, less an amount equal~~
~~to the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial~~
~~Completion.~~

7.3 **Final Payment.** Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment ~~within thirty (30) days~~ after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

~~deleted~~ 7.4 **Interest.** Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest commencing ~~five (5) days after payment is due at the rate of _____ percent~~ in accordance with the Florida Prompt Payment Act.

7.5 **Record Keeping and Finance Controls.** With respect to changes in the Work performed on a cost basis by Design-Builder pursuant to the Contract Documents, Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner's accountants shall be afforded access from time to time, upon reasonable notice, to Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to changes in the Work performed on a cost basis in accordance with the Contract Documents, all of which Design-Builder shall preserve for a period of three (3) years after Final Payment, or as otherwise required by law. Some records may be subject to public access and retainage of documents must be made in accordance with Florida law.

Article 8

Termination for Convenience

8.1 Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for the following:

- .1 All Work executed and for proven loss, cost or expense in connection with the Work;
- .2 The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants; and
- .3 *(Choose one of the following:)*

~~Deletion~~ The fair and reasonable sums for overhead and profit ~~anticipated had the Agreement not been terminated by the Owner.~~

~~Deletion~~ Overhead and profit in the amount of _____ percent (____%) on the sum of items 1 and 2 above.

~~deleted~~ 8.2 In addition to the amounts set forth in Section 8.1 above, Design-Builder shall be entitled to receive one of the following as applicable:

~~deleted~~ .1 If Owner terminates this Agreement prior to commencement of construction, Design-Builder shall be paid _____ percent (____%) of the remaining balance of the Contract Price.

~~deleted~~ .2 If Owner terminates this Agreement after commencement of construction, Design-Builder shall be paid _____ percent (____%) of the remaining balance of the Contract Price.

8.3 If Owner terminates this Agreement pursuant to Section 8.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Section 4.3 hereof.

(The following Article 9 should be used only if the Owner and Design-Builder agree to establish their respective representatives at the time the Agreement is executed rather than during the performance of the Project.)

Article 9

Representatives of the Parties

9.1 Owner's Representatives

9.1.1 Owner designates the individual listed below as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract. *(Identify individual's name, title, address and telephone numbers)*

Robert D. Rawls, Deputy Town Administrator / Town Engineer
6591 Orange Drive
Davie, Florida 33314

9.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract. *(Identify individual's name, title, address and telephone numbers)*

Cheryl Dolin / Project Manager Capital Projects
6591 Orange Drive
Davie, Florida 33314

9.2 Design-Builder's Representatives

9.2.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract. *(Identify individual's name, title, address and telephone numbers)*

Norman C. Anderson, Project Director
The Haskell Company
111 Riverside Avenue
Jacksonville, Florida 32202

9.2.2 Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract. *(Identify individual's name, title, address and telephone numbers)*

Edward T. Curry, III
The Haskell Company
111 Riverside Avenue
Jacksonville, Florida 32202

Article 10
Bonds and Insurance

10.1 Insurance. Design-Builder shall procure in accordance with Article 5 of the General Conditions of Contract the following insurance coverages.* *(Attach Insurance Schedule indicating the required coverage, amount of required coverage, duration of coverage, required rating of insurance carriers and any other insurance requirements required of the parties)*

*As specified in RFP Bid No. B-00-38

10.2 Bonds and Other Performance Security. Design-Builder shall provide the following performance bond and labor and material payment bond or other performance security: *(Insert the amount of bonds and any other conditions of the bonds or other security)*

Performance and Payment Bond in the amount of 100% of the contract price. All bonds will be posted to comply with Florida Statute 255.05.

Article 11
Other Provisions

11.1 Other provisions, if any, are as follows: *(Insert any additional provisions)*

In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

OWNER:

(Name of Owner)

(Signature)

(Printed Name)

(Title)

Date: _____

DESIGN-BUILDER:

The Haskell Company

(Name of Design-Builder)

(Signature)

Norman C. Anderson

(Printed Name)

Project Director

(Title)

Date: 6/23/00

Caution: You should sign an original DBIA document which has this caution printed in blue. An original assures that changes will not be obscured as may occur when documents are reproduced.

DBIA



**DESIGN-BUILD
INSTITUTE OF AMERICA**

STANDARD FORM OF GENERAL CONDITIONS OF CONTRACT BETWEEN OWNER AND DESIGN-BUILDER

Document No. 535

First Edition, 1998

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Washington, DC**

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**DESIGN-BUILD
INSTITUTE OF AMERICA**

Standard Form of General Conditions of Contract Between Owner and Design-Builder

*This document has important legal consequences. Consultation with
an attorney is recommended with respect to its completion or modification.*

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Article 1

General

1.1 Mutual Obligations

1.1.1 Owner and Design-Builder commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

1.2 Basic Definitions

1.2.1 *Agreement* refers to the executed contract between Owner and Design-Builder under either DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder — Lump Sum* (1998 Edition) or DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder — Cost Plus Fee with an Option for a Guaranteed Maximum Price* (1998 Edition).

1.2.2 *Day or Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

1.2.3 *Design Consultant* is a qualified, licensed design professional who is not an employee of Design-Builder, but is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder or Subcontractor, to furnish design services required under the Contract Documents.

1.2.4 *Hazardous Conditions* are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

1.2.5 *General Conditions of Contract* refer to this DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (1998 Edition).

1.2.6 *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

1.2.7 *Owner's Project Criteria* are developed by or for Owner to describe Owner's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Work. Owner's Project Criteria may include conceptual documents, design criteria, performance requirements and other Project-specific technical materials and requirements.

1.2.8 *Site* is the land or premises on which the Project is located.

1.2.9 *Subcontractor* is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work and shall include materialmen and suppliers.

1.2.10 *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include materialmen and suppliers.

1.2.11 *Substantial Completion* is the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete so that Owner can occupy and use the Project or a portion thereof for its intended purposes.

1.2.12 *Work* is comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

Article 2

Design-Builder's Services and Responsibilities

2.1 General Services

2.1.1 Design-Builder's Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Owner and shall be vested with the authority to act

on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the mutual agreement of Owner and Design-Builder.

2.1.2 Design-Builder shall provide Owner with a monthly status report detailing the progress of the Work, including whether (i) the Work is proceeding according to schedule, (ii) discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) health and safety issues exist in connection with the Work, and (iv) other items require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Contract Time(s).

2.1.3 Design-Builder shall prepare and submit, at least three (3) days prior to the meeting contemplated by Section 2.1.4 hereof, a schedule for the execution of the Work for Owner's review and response. The schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of and response to the schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

2.1.4 The parties will meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.2 Design Professional Services

2.2.1 Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit

Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant.

2.3 Standard of Care for Design Professional Services

2.3.1 The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project. Notwithstanding the preceding sentence, if the parties agree upon specific performance standards for any aspect of the Work, which standards are to be set forth in an exhibit to the Agreement entitled "Performance Standard Requirements," the design professional services shall be performed to achieve such standards.

2.4 Design Development Services

2.4.1 Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that Owner may wish to review, which interim design submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. On or about the time of the scheduled submissions, Design-Builder and Owner shall meet and confer about the submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any significant changes or deviations from the Contract Documents, or, if applicable, previously submitted design submissions. Minutes of the meetings will be maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, Owner shall review and approve the interim design submissions in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.

2.4.2 Design-Builder shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting. The parties shall have a design review meeting to discuss, and Owner shall review

and approve, the Construction Documents in accordance with the procedures set forth Section 2.4.1 above. Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit one set of approved Construction Documents to Owner prior to commencement of construction.

2.4.3 Owner's review and approval of interim design submissions and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim design submissions and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner.

2.4.4 To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

2.5 Legal Requirements

2.5.1 Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.5.2 The Contract Price and/or Contract Time(s) shall be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work, or if a Guaranteed Maximum Price is established after the date of the Agreement, the date the parties agree upon the Guaranteed Maximum Price. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in Legal Requirements.

2.6 Government Approvals and Permits

2.6.1 Except as identified in an Owner's Permit List attached as an exhibit to the Agreement, Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of

the Work by any government or quasi-government entity having jurisdiction over the Project.

2.6.2 Design-Builder shall provide reasonable assistance to Owner in obtaining those permits, approvals and licenses that are Owner's responsibility.

2.7 Design-Builder's Construction Phase Services

2.7.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

2.7.2 Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.7.3 Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance.

2.7.4 Design-Builder assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.7.5 Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design-Builder

agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.7.6 Design-Build shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Build to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Build shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

2.8 Design-Build's Responsibility for Project Safety

2.8.1 Design-Build recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Design-Build assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Build shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Build's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Build's personnel, Subcontractors and others as applicable.

2.8.2 Design-Build and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-Build will immediately report in writing any safety-related injury, loss, damage or accident

arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.8.3 Design-Build's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.

2.9 Design-Build's Warranty

2.9.1 Design-Build warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Design-Build's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work by persons other than Design-Build or anyone for whose acts Design-Build may be liable. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Design-Build will provide Owner with all manufacturers' warranties upon Substantial Completion.

2.10 Correction of Defective Work

2.10.1 Design-Build agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.9 hereof, within a period of one year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by the Contract Documents.

2.10.2 Design-Build shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction,

removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Build fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Build with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Build shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day periods identified herein shall be deemed inapplicable.

2.10.3 The one year period referenced in Section 2.10.1 above applies only to Design-Build's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Build's other obligations under the Contract Documents.

Article 3

Owner's Services and Responsibilities

3.1 Duty to Cooperate

3.1.1 Owner shall, throughout the performance of the Work, cooperate with Design-Build and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Build's timely and efficient performance of the Work and so as not to delay or interfere with Design-Build's performance of its obligations under the Contract Documents.

3.1.2 Owner shall provide timely reviews and approvals of interim design submissions and Construction Documents consistent with the turnaround times set forth in Design-Build's schedule.

3.2 Furnishing of Services and Information

3.2.1 Unless expressly stated to the contrary in the Contract Documents, Owner shall provide, at its own cost and expense, for Design-Build's information and use the following, all of which Design-Build is entitled to rely upon in performing the Work:

- .1 Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;
- .2 Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;
- .3 Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable Design-Build to perform the Work;
- .4 A legal description of the Site;
- .5 To the extent available, as-built and record drawings of any existing structures at the Site; and
- .6 To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site.

3.2.2 Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Design-Build to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

3.3 Financial Information

~~3.3.1 At Design-Build's request, Owner shall promptly furnish reasonable evidence satisfactory to Design-Build that Owner has adequate funds available and committed to fulfill all of Owner's contractual obligations under the Contract Documents. If Owner fails to furnish such financial information in a timely manner, Design-Build may stop Work under Section 11.3 hereof or exercise any other right permitted under the Contract Documents.~~

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~~3.3.2~~ Design-Build shall cooperate with the reasonable requirements of Owner's lenders or other financial sources. Notwithstanding the preceding sentence, after execution of the Agreement Design-Build shall have no obligation to execute for Owner or Owner's lenders or other financial sources any documents or agreements that require Design-Build to assume obligations or responsibilities greater than those existing obligations Design-Build has under the Contract Documents.

3.4 Owner's Representative

3.4.1 Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Build to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Design-Build with prompt notice if it observes any failure on the part of Design-Build to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work.

3.5 Government Approvals and Permits

3.5.1 Owner shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees set forth in the Owner's Permit List attached as an exhibit to the Agreement.

3.5.2 Owner shall provide reasonable assistance to Design-Build in obtaining those permits, approvals and licenses that are Design-Build's responsibility.

3.6 Owner's Separate Contractors

3.6.1 Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, Design-Build in order to enable Design-Build to timely complete the Work consistent with the Contract Documents.

Article 4

Hazardous Conditions and Differing Site Conditions

4.1 Hazardous Conditions

4.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Build is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, Design-Build will stop Work immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

~~4.1.2 Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.~~

~~4.1.3 Design-Build shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.~~

4.1.4 Design-Build will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Build's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions.

4.1.5 To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly for any of them and their officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the Site.

4.1.6 Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable. Design-Builder shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable.

4.2 Differing Site Conditions

4.2.1 Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work are collectively referred to herein as "Differing Site Conditions." If Design-Builder encounters a Differing Site Condition, Design-Builder will be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance are adversely impacted by the Differing Site Condition.

4.2.2 Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written notice to Owner of such condition, which notice shall not be later than fourteen (14) days after such condition has been encountered. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

Article 5

Insurance and Bonds

5.1 Design-Builder's Insurance Requirements

5.1.1 Design-Builder is responsible for procuring and maintaining from insurance companies authorized to do business in the state in which the Project is located, and with a minimum rating set forth in the Agreement, the following insurance coverages for certain claims which may arise from or out of the performance of the Work and obligations under the Contract Documents:

- .1 Coverage for claims arising under workers' compensation, disability and other similar employee benefit laws applicable to the Work;
- .2 Coverage for claims by Design-Builder's employees for bodily injury, sickness, disease, or death;
- .3 Coverage for claims by any person other than Design-Builder's employees for bodily injury, sickness, disease, or death;
- .4 Coverage for usual personal injury liability claims for damages sustained by a person as a direct or indirect result of Design-Builder's employment of the person, or sustained by any other person;
- .5 Coverage for claims for damages Deletion (other than to the Work) because of injury to or destruction of tangible property, including loss of use;
- .6 Coverage for claims of damages because of personal injury or death, or property damage resulting from ownership, use and maintenance of any motor vehicle; and
- .7 Coverage for contractual liability claims Revision arising out of Design-Builder's obligations under Section 7.4.1 hereof, as set forth in Article 10 of the Agreement.

5.1.2 Design-Builder's liability insurance required by Section 5.1.1 above shall be written for the coverage amounts set forth in the Agreement and shall include completed operations insurance for the period of time set forth in the Agreement.

5.1.3 Design-Builder's liability insurance set forth in Sections 5.1.1.1 through 5.1.1.7 above shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.

5.1.4 To the extent Owner requires Design-Builder or any Design Consultant to provide professional liability insurance for claims arising from the negligent performance of design services by Design-Builder or the Design Consultant, the coverage limits, duration and other specifics of such insurance shall be as set forth in the Agreement. Any professional liability shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project. Such policies shall be provided prior to the commencement of any design services hereunder.

5.1.5 Prior to commencing any construction services hereunder, Design-Builder shall provide Owner with certificates evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Owner.

5.2 Owner's Liability Insurance

5.2.1 ~~Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located such liability insurance to protect Owner from claims which may arise from the performance of Owner's obligations under the Contract Documents or Owner's conduct during the course of the Project.~~

5.3 Owner's Property Insurance

5.3.1 ~~Unless otherwise provided in the Contract Documents, Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located property insurance upon the entire Project to the full~~

~~insurable value of the Project, including professional fees, overtime premiums and all other expenses incurred to replace or repair the insured property. The property insurance obtained by Owner shall include as additional insureds the interests of Owner, Design-Builder, Design Consultants, Subcontractors and Sub-Subcontractors, and shall insure against the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, flood, earthquake, debris removal and other perils or causes of loss as called for in the Contract Documents. The property insurance shall include physical loss or damage to the Work, including materials and equipment in transit at the Site or at another location as may be indicated in Design-Builder's Application for Payment and approved by Owner.~~

5.3.2 ~~Unless the Contract Documents provide otherwise, Owner shall procure and maintain boiler and machinery insurance that will include the interests of Owner, Design-Builder, Design Consultants, Subcontractors and Sub-Subcontractors.~~

5.3.3 ~~Prior to Design-Builder commencing any Work, Owner shall provide Design-Builder with certificates evidencing that (i) all Owner's insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect until Design-Builder has completed all of the Work and has received final payment from Owner and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Design-Builder. Owner's property insurance shall not lapse or be canceled if Owner occupies a portion of the Work pursuant to Section 6.6.3 hereof. Owner shall provide Design-Builder with the necessary endorsements from the insurance company prior to occupying a portion of the Work.~~

5.3.4 ~~Any loss covered under Owner's property insurance shall be adjusted with Owner and Design-Builder and made payable to both of them as trustees for the insureds as their interests may appear, subject to any applicable mortgage clause. All insurance proceeds received as a result of any loss will be placed in a separate account and distributed in accordance with such agreement as the interested parties may reach. Any disagreement concerning the distribution of any proceeds will be resolved in accordance with Article 10 hereof.~~

5.3.5 Owner and Design-Builder waive against each other and Owner's separate contractors, Design Consultants, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. Design-Builder and Owner shall, where appropriate, require similar waivers of subrogation from Owner's separate contractors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts.

5.4 Bonds and Other Performance Security

5.4.1 If Owner requires Design-Builder to obtain performance and labor and material payment bonds, or other forms of performance security, the amount, form and other conditions of such security shall be as set forth in the Agreement.

Article 6

Payment

6.1 Schedule of Values

6.1.1 Within ten (10) days of execution of the Agreement, Design-Builder shall submit for Owner's review and approval a schedule of values for all of the Work. The Schedule of Values will (i) subdivide the Work into its respective parts, (ii) include values for all items comprising the Work and (iii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work.

6.2 Monthly Progress Payments

6.2.1 On or before the date established in the Agreement, Design-Builder shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents and/or established at the meeting required by Section 2.1.4 hereof.

6.2.2 The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that (i) Owner is satisfied that the equipment and materials are

suitably stored at either the Site or another acceptable location, (ii) the equipment and materials are protected by suitable insurance and (iii) upon payment, Owner will receive the equipment and materials free and clear of all liens and encumbrances.

6.2.3 The Application for Payment shall constitute Design-Builder's representation that the Work has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Design-Builder's receipt of payment, whichever occurs earlier.

6.3 Withholding of Payments

6.3.1 On or before the date established in the Agreement, Owner shall pay Design-Builder all amounts properly due. If Owner determines that Design-Builder is not entitled to all or part of an Application for Payment, it will notify Design-Builder in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Design-Builder must take to rectify Owner's concerns. Design-Builder and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, including those under Article 10 hereof.

6.3.2 Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design-Builder all undisputed amounts in an Application for Payment within the times required by the Agreement.

6.4 Right to Stop Work and Interest

6.4.1 If Owner fails to pay Design-Builder any amount that becomes due, Design-Builder, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 11.3 hereof. All payments due and unpaid shall bear interest at the rate set forth in the Agreement.

6.5 Design-Builder's Payment Obligations

6.5.1 Design-Builder will pay Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 hereof.

6.6 Substantial Completion

6.6.1 Design-Builder shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is substantially complete. Within five (5) days of Owner's receipt of Design-Builder's notice, Owner and Design-Builder will jointly inspect such Work to verify that it is substantially complete in accordance with the requirements of the Contract Documents. If such Work is substantially complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed before final payment, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending final payment and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

6.6.2 Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

6.6.3 Owner, at its option, may use a portion of the Work which has been determined to be substantially complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above, (ii) Design-Builder and Owner have obtained the consent of their

sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

6.7 Final Payment

6.7.1 After receipt of a Final Application for Payment from Design-Builder, Owner shall make final payment by the time required in the Agreement, provided that Design-Builder has completed all of the Work in conformance with the Contract Documents.

6.7.2 At the time of submission of its Final Application for Payment, Design-Builder shall provide the following information:

- .1 an affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests;
- .2 a general release executed by Design-Builder waiving, upon receipt of final payment by Design-Builder, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;
- .3 consent of Design-Builder's surety, if any, to final payment;
- .4 all operating manuals, warranties and other deliverables required by the Contract Documents; and
- .5 certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

6.7.3 Upon making final payment, Owner waives all claims against Design-Builder except claims relating to (i) Design-Builder's failure to satisfy its payment obligations, if such failure affects Owner's interests, (ii) Design-Builder's failure to complete the Work consistent with the Contract Documents, including defects appearing after Substantial

Completion and (iii) the terms of any special warranties required by the Contract Documents.

Article 7

Indemnification

7.1 Patent and Copyright Infringement

7.1.1 Design-Builder shall defend any action or proceeding brought against Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Builder shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against Owner or Design-Builder in any such action or proceeding. Design-Builder agrees to keep Owner informed of all developments in the defense of such actions.

7.1.2 If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's option and at Design-Builder's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

7.1.3 Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by Design-Builder to Owner or (ii) arising from modifications to the Work by Owner or its agents after acceptance of the Work. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, Owner shall defend, indemnify and hold harmless Design-Builder to the same extent Design-Builder is obligated to defend, indemnify and hold harmless Owner in Section 7.1.1 above.

7.1.4 The obligations set forth in this Section 7.1 shall constitute the sole agreement between the parties relating to liability for infringement or violation of any patent or copyright.

7.2 Tax Claim Indemnification

7.2.1 If, in accordance with Owner's direction, an exemption for all or part of the Work is claimed for taxes, Owner shall indemnify, defend and hold harmless Design-Builder from and against any liability, penalty, interest, fine, tax assessment, attorneys' fees or other expenses or costs incurred by Design-Builder as a result of any action taken by Design-Builder in accordance with Owner's directive.

7.3 Payment Claim Indemnification

7.3.1 Providing that Owner is not in breach of its contractual obligation to make payments to Design-Builder for the Work, Design-Builder shall indemnify, defend and hold harmless Owner from any claims or mechanic's liens brought against Owner or against the Project as a result of the failure of Design-Builder, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Owner that such a claim or mechanic's lien has been filed, Design-Builder shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Design-Builder fails to do so, Owner will have the right to discharge the claim or lien and hold Design-Builder liable for costs and expenses incurred, including attorneys' fees.

7.4 Design-Builder's General Indemnification

7.4.1 Design-Builder, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Owner, its officers, directors, employees and agents from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts or omissions of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

7.4.2 If an employee of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Owner, its officers, directors, employees, or agents, Design-Builder's indemnity obligation set forth in Section 7.4.1 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Design-Builder, Design Consultants, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

7.5 Owner's General Indemnification

~~deleted~~
~~**7.5.1** Owner, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Design-Builder and any of Design-Builder's officers, directors, employees, or agents from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts or omissions of Owner's separate contractors or anyone for whose acts any of them may be liable.~~

Article 8

Time

8.1 Obligation to Achieve the Contract Times

8.1.1 Design-Builder agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Article 5 of the Agreement.

8.2 Delays to the Work

8.2.1 If Design-Builder is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order. By way of example, events that will entitle Design-Builder to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, wars, floods, labor disputes, unusual

delay in transportation, epidemics abroad, earthquakes, adverse weather conditions not reasonably anticipated, and other acts of God.

8.2.2 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price shall not be adjusted for those events set forth in Section 8.2.1 above that are beyond the control of both Design-Builder and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.

Article 9

Changes to the Contract Price and Time

9.1 Change Orders

9.1.1 A Change Order is a written instrument issued after execution of the Agreement signed by Owner and Design-Builder, stating their agreement upon all of the following:

- .1 The scope of the change in the Work;
- .2 The amount of the adjustment to the Contract Price; and
- .3 The extent of the adjustment to the Contract Time(s).

9.1.2 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

9.1.3 If Owner requests a proposal for a change in the Work from Design-Builder and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse Design-Builder for reasonable costs incurred for estimating services, design services and services involved in the preparation of proposed revisions to the Contract Documents.

9.2 Work Change Directives

9.2.1 A Work Change Directive is a written order prepared and signed by Owner, directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s).

9.2.2 Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

9.3 Minor Changes in the Work

9.3.1 Minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however that Design-Builder shall promptly inform Owner, in writing, of any such changes and record such changes on the documents maintained by Design-Builder.

9.4 Contract Price Adjustments

9.4.1 The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

- .1 Unit prices set forth in the Agreement or as subsequently agreed to between the parties;
- .2 A mutually accepted, lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;
- .3 Costs, fees and any other markups set forth in the Agreement; and
- .4 If an increase or decrease cannot be agreed to as set forth in items .1 through .3 above and Owner issues a Work Change Directive, the cost of the change of the Work shall be determined by the reasonable expense

and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in the Agreement. If the net result of both additions and deletions to the Work is an increase in the Contract Price, overhead and profit shall be calculated on the basis of the net increase to the Contract Price. If the net result of both additions and deletions to the Work is a decrease in the Contract Price, there shall be no overhead or profit adjustment to the Contract Price. Design-Builder shall maintain a documented, itemized accounting evidencing the expenses and savings associated with such changes.

9.4.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to Owner or Design-Builder because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

9.4.3 If Owner and Design-Builder disagree upon whether Design-Builder is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and Design-Builder shall resolve the disagreement pursuant to Article 10 hereof. As part of the negotiation process, Design-Builder shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations. If the parties are unable to agree and Owner expects Design-Builder to perform the services in accordance with Owner's interpretations, Design-Builder shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to Design-Builder (i) directing Design-Builder to proceed and (ii) specifying Owner's interpretation of the services that are to be performed. If this occurs, Design-Builder shall be entitled to submit in its Applications for Payment an amount equal to fifty percent (50%) of its reasonable estimated direct cost to perform the services, and Owner agrees to pay such amounts, with the express understanding that (i) such payment by Owner does not prejudice Owner's right to argue that it has no responsibility to pay for such services and (ii) receipt of such payment by Design-Builder does not prejudice

Design-Builder's right to seek full payment of the disputed services if Owner's order is deemed to be a change to the Work.

9.5 Emergencies

9.5.1 In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

Article 10

Contract Adjustments and Disputes

10.1 Requests for Contract Adjustments and Relief

10.1.1 If either Design-Builder or Owner believes that it is entitled to relief against the other for any event arising out of or related to the Work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of these General Conditions of Contract. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

10.2 Dispute Avoidance and Resolution

10.2.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design-Builder and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

10.2.2 Design-Builder and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between Design-Builder's Representative and Owner's Representative.

10.2.3 If a dispute or disagreement cannot be resolved through Design-Builder's Representative and Owner's Representative, Design-Builder's Senior Representative and Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

10.2.4 If after meeting the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator.

10.3 Litigation

10.3.1 Any disputes not resolved through mediation shall be litigated with venue being in Broward County, Florida and governed in accordance with the laws of the State of Florida. Costs of the action, including reasonable attorney's fees shall be recoverable by the prevailing party.

10.3.2 (Deleted)

10.3.3 (Deleted)

10.3.4 (Deleted)

10.4 Duty to Continue Performance



10.4.1 Unless provided to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to Design-Builder, pending the final resolution of any dispute or disagreement between Design-Builder and Owner.

10.5 CONSEQUENTIAL DAMAGES

10.5.1 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTION 10.5.2 BELOW), NEITHER DESIGN-BUILDER NOR OWNER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING.

10.5.2 The consequential damages limitation set forth in Section 10.5.1 above is not intended to affect the payment of liquidated damages, if any, set forth in Article 5 of the Agreement, which both parties recognize has been established, in part, to reimburse Owner for some damages that might otherwise be deemed to be consequential.

Article 11

Stop Work and Termination for Cause

11.1 Owner's Right to Stop Work

11.1.1 Owner may, without cause and for its convenience, order Design-Builder in writing to stop

and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate more than ninety (90) days during the duration of the Project.

11.1.2 Design-Builder is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension of stoppage of work by Owner.

11.2 Owner's Right to Perform and Terminate for Cause

11.2.1 If Design-Builder persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Design Consultants or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

11.2.2 Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide written notice to Design-Builder that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) day period. If Design-Builder, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Agreement terminated for default by providing written notice to Design-Builder of such declaration.

11.2.3 Upon declaring the Agreement terminated pursuant to Section 11.2.2 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns and sets over to Owner for such purpose, and to employ

any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by Owner in completing the Work, such excess shall be paid by Owner to Design-Builder. Notwithstanding the preceding sentence, if the Agreement establishes a Guaranteed Maximum Price, Design-Builder will only be entitled to be paid for Work performed prior to its default. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the procurement and defense of claims arising from Design-Builder's default, subject to the waiver of consequential damages set forth in Section 10.5 hereof.

11.2.4 If Owner improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Article 8 of the Agreement.

11.3 Design-Builder's Right to Stop Work

11.3.1 Design-Builder may, in addition to any other rights afforded under the Contract Documents or at law, stop work for the following reasons:

- .1 Owner's failure to provide financial assurances as required under Section 3.3 hereof; or
- .2 Owner's failure to pay amounts properly due under Design-Builder's Application for Payment.

11.3.2 Should any of the events set forth in Section 11.3.1 above occur, Design-Builder has the right to provide Owner with written notice that Design-Builder will stop work unless said event is cured within seven (7) days from Owner's receipt of Design-Builder's notice. If Owner does not cure the problem within such seven (7) day period, Design-

Builder may stop work. In such case, Design-Builder shall be entitled to make a claim for adjustment to the Contract Price and Contract Time(s) to the extent it has been adversely impacted by such stoppage.

11.4 Design-Builder's Right to Terminate for Cause

11.4.1 Design-Builder, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Agreement for cause for the following reasons:

- .1 The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 11.1.1 hereof, provided that such stoppages are not due to the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible.
- .2 Owner's failure to provide Design-Builder with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, even though Owner has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.
- .3 Owner's failure to cure the problems set forth in Section 11.3.1 above after Design-Builder has stopped the Work.

11.4.2 Upon the occurrence of an event set forth in Section 11.4.1 above, Design-Builder may provide written notice to Owner that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design-Builder may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to

cure, or reasonably commence to cure, such problem, then Design-Builder may declare the Agreement terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under Article 8 of the Agreement.

11.5 Bankruptcy of Owner or Design-Builder

11.5.1 If either Owner or Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

- .1** The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and
- .2** The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 11.

11.5.2 The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design-Builder to stop Work under any applicable provision of these General Conditions of Contract.

Article 12

Miscellaneous

12.1 Assignment

12.1.1 Neither Design-Builder nor Owner shall, without the written consent of the other assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.

12.2 Successorship

12.2.1 Design-Builder and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

12.3 Governing Law

12.3.1 The Agreement and all Contract Documents shall be governed by the laws of the place of the Project, without giving effect to its conflict of law principles.

12.4 Severability

12.4.1 If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

12.5 No Waiver

12.5.1 The failure of either Design-Builder or Owner to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

12.6 Headings

12.6.1 The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall

not in any way be construed to limit or alter the meaning of any provision.

12.7 Notice

12.7.1 Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice, (ii) four (4) days after being sent, by registered or certified mail, postage prepaid to the address indicated in the Agreement or (iii) if

transmitted by facsimile, by the time stated in a machine generated confirmation that notice was received at the facsimile number of the intended recipient.

12.8 Amendments

12.8.1 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

REVISED B I D PROPOSAL

To: Mr. Herb Hyman
Town of Davie, Purchasing Division
6591 Orange Drive
Davie, Florida 33314

June 22, 2000

RE: Pine Island Park Design-Build Improvements, Project B-00-38

BIDDER: The Haskell Company
CONTACT: Norman C. Anderson
BIDDER'S ADDRESS: 111 Riverside Ave.
Jacksonville, Florida 32202
TELEPHONE NUMBER: (904) 357-4868

The undersigned having visited and examined the site of the work, reviewed the project bid documents, and taken direction from the Town of Davie during contract negotiations modifying the project requirements, hereby proposes to furnish all labor, materials, tools, equipment, safety services, and required licenses necessary to perform the design-build services called for in the bid documents as modified by the following clarifications and understandings. Haskell will perform all operations necessary to execute and complete such design-build work in a good workman-like manner in accordance with the bid prices listed on the enclosed pricing pages dated **22 June 2000**.

LIST OF CLARIFICATIONS AND UNDERSTANDINGS

The Haskell Company's proposal is based on the following clarifications and understandings to the Town of Davie project bid documents. This list includes items used by The Haskell Company in the preparation of this proposal and included in this bid.

EARTHWORK AND ASPHALT PAVING

Haskell will supply material, tools, equipment, labor, and supervision to complete the project fill and grading requirements, and asphalt paving requirements. **The fill, grading and site preparation scope of work for the project has been negotiated directly between the Town of Davie, Haskell and Haskell's sitework subcontractor, Norac Construction. Project work is limited to the quantities, scope of work and prices contained in Haskell's Site Earthwork Preparation, Fill and Grading Scope of Work document dated 6/22/00 for this project. Fill requirements are limited to 45,000 in place yards of non-structural fill and 15,000 in place yards of structural fill. In addition to the work to be performed by Norac Construction, Haskell will support Norac's work with surveying, site layout services, and compaction testing services.**

BASEBALL / SOFTBALL and T-BALL FIELDS:

Haskell will provide two baseball / softball complexes as indicated on the Haskell site Plan. **Site**

prep and sub grade per **Haskell Site Earthwork Preparation, Fill and Grading SOW specified by Town of Davie**. Infield material on all ball fields shall be red clay (with an 80/20 clay/sand ratio). The diamond dimensions on a side for the various size fields shall be as follows:

<u>Size of Outfield</u>	<u>Diamond Dimension on One Side</u>
300' (4 fields)	80'
300' (1 field)	90'
225'	60'
150'	55'

Concrete bleacher and dugout pads will be provided by others.

HORSESHOE PITS:

Haskell will install construct two (2) clay horseshoe playing sites in the picnic area in the southwest corner of the site per the detail shown in Haskell proposal. Each site shall be 50' in length and 6' wide. **Site prep and sub grade per Haskell Site Earthwork Preparation, Fill and Grading SOW specified by Town of Davie**. Boxes at each end of pitching site will be filled with minimum of 8" of gummy potter's or blue clay. Concrete by others.

PLAYGROUNDS:

Haskell will install two playgrounds per Haskell site plan. **Site prep and sub grade per Haskell Site Earthwork Preparation, Fill and Grading SOW specified by Town of Davie**. Provide and install 6" extruded type "D" concrete curbing as a border. The curbing shall have rounded corners, 3/4" minimum radius. Curb shall be painted a bright color selected by the Owner. Provide and install fine "play sand" to a depth of 12" as the surfacing material. Sand shall comply with ASTM Standard Method C136-84a and 100% of the material shall pass through a #16 screen. Provide and install filter fabric beneath the sand to prevent weeds from growing up through.

ASPHALT RECREATIONAL PATHS:

Install 6' wide paved asphalt paths where indicated on revised Haskell site Plan. Project now includes 1200 SY of asphalt paving per revisions made by Town of Davie. Path shall be 1" Florida D.O.T. Type III asphalt concrete over 6" compacted lime rock base (70% calcium carbonate), compacted to 98%. **Site prep and sub grade per Haskell Site Earthwork Preparation, Fill and Grading SOW specified by Town of Davie**.

EQUESTRIAN TRAIL:

Haskell will provide a 10' equestrian trail westward from the southeast corner of the park along the south perimeter of the park, approximately 1900 linear feet. The trail will dead-end at the perimeter fence as shown on the Haskell site Plan. **Site prep and sub grade per Haskell Site Earthwork Preparation, Fill and Grading SOW specified by Town of Davie**. Sub grade will be stabilized within the 10' of the trail, with site organic material added on top of sub grade.

Trail will be hydro-seeded with Pensacola Bahia.

EARTH BERMS:

Site prep and berm construction per Haskell Site Earthwork Preparation, Fill and Grading SOW specified by Town of Davie. Berms will be 20' wide at the base, an average of 1.5' high, and shall have a 4:1 slope. Town of Davie has already constructed the berms across the northern property line, and at the southern end of the easterly property line that runs adjacent to the drainage canal.

PARKING LOTS:

Provide parking areas as shown on the revised Haskell site plan and the enclosed sketch for the parking lot adjacent to the In-Line Hockey rinks. **Parking lot entry and drive areas will be paved as shown on Haskell site drawings and the enclosed sketch for In-Line Hockey rink parking lot.** All other parking areas will be brought to grade shown on revised stormwater plans and hydro-seeded with Bahia grass. **Site prep and sub grade per Haskell Site Earthwork Preparation, Fill and Grading SOW specified by Town of Davie.** Base Course material for paved areas shall be a minimum thickness of 8" placed in a single layer. Base course shall be 70% calcium carbonate limerock, compacted to 98% of the maximum density as per AASHTO T-180-74. Installation of the wearing surface shall conform to the requirements of the D.O.T. standard specifications 1" Type S-III asphalt concrete over prime coat or the latest revision for the approved Broward County mix. Painted striping shall be limited to cross walk markings only. No curbing or stop bars will be provided. Pavement markings shall conform to the requirements of the Manual on Uniform Traffic Control devised for streets and highways, and FDOT Roadway and Traffic Design Standards.

ROADWAYS:

Site prep and sub grade per Haskell Site Earthwork Preparation, Fill and Grading SOW specified by Town of Davie. Provide 8" limerock base course compacted to 98% maximum density AASHTO T-180-74. Limerock shall have 70% calcium carbonate. Base course shall extend out at least 12" beyond the edge of asphalt in both directions. As built surveys and densities of the base course shall be submitted to the Town of Davie for approval prior to paving. Above base apply prime and tack coat, then 1" thick asphalt concrete, Type S-III, or the latest revision of the approved Broward County mix. Crown shall be along center of road, slope 1/4" per foot minimum away from crown in each direction. Profile slope shall be 0.1. %. Haskell will stripe centerline of roadways as required.

TENNIS COURTS

Four tennis courts will be installed on a 1" Florida DOT Type III asphalt concrete over 6" limerock base. **Site prep and sub grade per Haskell Site Earthwork Preparation, Fill and Grading SOW specified by Town of Davie.** The limerock base shall be 70 % calcium carbonate, and shall be compacted to 98%. The slope of the courts will be 1 inch in 10 feet all in one plane, on the north - south axis. Drainage will be to nearby swale. The surface variation shall not exceed 1/8" in ten feet when measured in any direction with a straightedge. Tennis court surface finish will be by the "California Products Corporation", applied as per manufacturer's specifications with one (1)- coat of Acrylic Resurfacer, and three (3) coats of Fortified Plexipave, separately applied. The color shall

be light green. Stripe courts to regulation as specified by the U.S. Tennis Association with white acrylic line paint with 2" lines using hand taping and painting method. Haskell will provide two (2) 15' long aluminum benches outside of the four tennis courts. Aluminum benches shall be provided and installed outside of the tennis courts adjacent to the sidewalk on concrete pads provided by others.

Haskell will provide and install tennis net posts, nets, and tennis screening. Fence will be 10' high, 6 gauge chain link fence around the perimeter of the tennis court area, with one (1) four foot wide (4') player's gate for each court and a pair of six foot (6') wide maintenance access gates.

BASKETBALL COURTS

Haskell will install four basketball courts installed on a 1" Florida DOT Type III asphalt concrete over 6" limerock base. **Site prep and sub grade per Haskell Site Earthwork Preparation, Fill and Grading SOW specified by Town of Davie.** Court slope shall be 1 inch in ten feet, all in one plane to a nearby swale. Surface variation shall not exceed 1/8" in ten feet when measured in any direction with a straightedge. Basketball court surface finish will be by "California Products Corporation" with one (1) coat of Acrylic Resurfacer, and three (3) coats of Fortified Plexipave, separately applied. The color shall be light green. Striping will be to regulation with white acrylic paint, with 2" lines using hand taping and painting method and Haskell will apply two (2) coats of Clear-Glo #3. Haskell will provide and install aluminum backboard and gooseneck post with supergoal and basketball nets. Haskell will provide four 3-row, 15' long aluminum sections of bleachers, one for each of the four basketball courts. Bleachers shall be installed on a concrete pad provided by others.

IN-LINE HOCKEY RINKS

Haskell will install four In-Line Roller Blade Hockey Rinks, (85'x 180' each) installed on a 1" Florida DOT Type III asphalt concrete, over 4" lime rock base. **Site prep and sub grade per Haskell Site Earthwork Preparation, Fill and Grading SOW specified by Town of Davie.** Limerock base shall also be compacted to 98% as indicated by proctor test. Slope shall be a minimum of 1" in 10', all in one plane configuration. Drain to nearby swale. Concrete piers will be installed suitable for installation of dasher board system (follow manufacturer's recommendations). Top of concrete piers will be flush with top of finished surface of asphalt. Rink bench areas shall be enclosed with galvanized chain link fencing. Hockey rink floor surface shall be by "California Products Corporation" with two (2) coats of Acrylic Resurfacer, two (2) coats of Fortified Plexipave, two (2) coats of Plexiflor, separately applied per manufacturer's specifications. Playing lines shall be painted on the rink with Plexicolor Line Paint in proper scale to the rink's overall dimensions, as specified by the National In-Line Hockey Association. The rink dasher board system assembly will be 1/4" HDPE panels topped with vinyl coated fencing as manufactured by Border Patrol Rink Systems or equal. See Haskell hockey rink proposal drawing details. Cantilevered covers will be installed over player/scorer/penalty area per drawings in Haskell proposal. Raised aluminum bleachers will be provided and installed with ADA access will be installed adjacent to the rinks on concrete pads provided by others.

CONCRETE

Town of Davie will provide concrete sidewalks and slabs required for project. Haskell will only

supply concrete as required for the following areas: Picnic shelter pads, concession building pads, hockey dasher board system, tennis nets, basketball poles and playground perimeter.

LARGE PICNIC SHELTER: Haskell will provide one 24' x 24' concrete picnic shelter pad. Slab will be 4" min. concrete with thickened edges. Concrete shall have a light broom finish.

TWO MINI SHELTERS: Haskell will provide two approximately twelve feet by twelve feet (12' x 12') 4" min. concrete floor slabs with thickened edges. Concrete shall have a light broom finish.

TWO (2) PLAYGROUNDS: Haskell shall provide the concrete curbing around to contain the sand. Curbing will be 6" extruded type "D" concrete curbing as a border. The curbing shall have rounded corners, 3/4" minimum radius.

FOUR (4) CONCESSION/STORAGE/RESTROOM BUILDINGS: Haskell will install conventional concrete building pads for the four concession buildings. Three of the buildings shall have a minimum of 1000 square feet and the other one building shall have a minimum of 1400 square feet.

SPORTS LIGHTING:

Haskell will provide sports lighting systems for four (4) tennis courts, four (4) basketball courts, four (4) in-line roller hockey rinks, four (4) T-Ball fields and seven (7) baseball / softball fields in accordance with drawing provided in proposal. **Sports lighting will meet Town of Davie revised requirements that call for Musco level 8 lighting fixtures in lieu of Musco TLC fixtures in all areas except the tennis courts and southeast baseball quad.** Manufacturer's warranty shall be provided on the luminaire assembly for a period of ten (10) years from date of substantial completion of the system, which is defined as the date when commissioning is complete, the light test has proven that the performance specifications have been met, and the Owner has started to realize beneficial use of the system. A parts and labor warranty shall be provided for the first five (5) years after substantial completion, and a parts replacement warranty for the second five (5) years. The alignment of luminaries shall be warranted against movement from the pre-aimed position for ten (10) years. The warranty shall cover all defective parts and workmanship of hardware as supplied from the factory. Additionally, provide a lamp warranty for two (2) years parts and labor and two (2) years parts only.

PICNIC SHELTERS

Haskell will supply material, tools, equipment, labor, and supervision to complete the Picnic Shelter scope of work. The shelter layout is as indicated on the attached revised site plan.

ONE PICNIC SHELTER. Provide one 24' min. x 24' min. picnic shelters. Shelter shall be constructed of painted, powder coated steel frames and shall have conventional pitched roof structures with a standing seam aluminum roof painted a color which complements the existing Pine Island Park Community Center and the proposed Pine Island Multipurpose Facility. Color shall be selected by Owner. Paint shall be Kynar 500 or approved equal, capable of providing long term durability and low maintenance. Prefabricated shelters are acceptable. Prefabricated shelters shall

be "Polygon".

TWO MINI SHELTERS:

Provide two mini- shelters measuring approximately twelve feet by twelve feet (12' x 12'). These mini-shelters shall be located in the picnic grove in the southwest corner of the site. The mini shelters shall be supported by two columns with the picnic table fitting lengthwise in between the columns. Poligon shall manufacture the shelters. All metal parts shall be powder coated. Standing seam metal roof to be painted with Kynar 500 or equal. Color to be selected by Owner from manufacturer's full range of colors

CONCESSION BUILDINGS

Haskell will provide one concession / restroom / storage building at each of the following locations:

1. In - line Roller Hockey Rinks, 1000 sf
2. Existing Football/Soccer Fields, 1400 sf
3. New Baseball / Softball Complex (southeast section of park), 1000 sf
4. New Baseball / Softball Complex (central section of park), 1000 sf

The buildings will be constructed of concrete, or block and stucco with a conventional pitched roof structure and standing seam metal roof of similar profile to the existing Pine Island Park Community Center. The roof color shall be selected by Owner from the manufacturer's full range of colors. The roof shall be painted with Kynar 500 paint or approved equal. The new building designs shall resemble the existing Concession / Rest Room Building but shall have some upgrades to make it more esthetically pleasing such as raised stucco bands, an enhanced color scheme, reveal moldings, and so forth, to add some architectural interest to the building exterior. Provide a five (5) year (from date of Substantial Completion) Installer's material and labor roof warranty and a 20 year manufacturer's warranty. Windstorm classification shall be no less than FM I-90.

A conventional building form shall be designed, three of the buildings shall have a minimum of 1000 square feet and the other one building shall have a minimum of 1400 square feet. All of the buildings shall have required roof overhang. All requirements of the Americans with Disabilities Act (ADA) shall be met. Exterior window opening will be protected by removable Broward County approved hurricane storm panels. All doors shall be hollow metal doors with steel frames. Finished doors to have commercial grade deadbolts with metal safety plated closures manufactured by Best Access Systems, Inc. All hardware shall be commercial grade. Hardware function and keying requirements shall be coordinated with the Town of Davie.

Interior and exterior paint shall be Sherwin Williams or equal. Exterior painted areas including the doors shall be painted with Sherwin Williams low luster latex exterior house paint or approved equal. Colors shall be selected by Owner from the manufacturer's full range of colors. Provide color codes and one full gallon minimum of surplus paint of each color and type of paint to the Owner.

All interior partitions shall be either concrete unit masonry or 5/8" type "X" gypsum board on 3- 5/8" steel studs at 16" o/c. Partitions shall be fire rated as required by Code. Interior wall finish to be latex-based primer coating under an alkyd semi-gloss enamel. All floors shall be non-slip light

broom finish brushed concrete finished with a two coat polyamide-epoxy coating system except for the men's and ladies' restrooms and the offices. Ceilings shall be 9'-0" minimum height. Ceilings shall be 5/8" painted Type "X" gypsum board.

Install 4' fluorescent surface mounted fixtures as required to provide adequate light levels for the room's use. All interior fluorescent lighting shall utilize F-40 cool white lamps with RS-N high efficiency ballast and injection molded lenses by Holophane or equal. Fixtures in storage room, mechanical, and electrical rooms do not need lenses, but shall be provided with impact resistant wire guards.

Provide two (2) exterior GFI protected water proof 110V electrical receptacles on the face of each building in a location to be identified by the Owner. Provide one vandal-proof lockable hose bib on the face of each building exterior. Provide exterior lighting to illuminate the entire area of the concrete slab surrounding the building. The lighting shall maintain a 5 foot-candle level, with a 12:1 maximum to minimum ratio.

Provide one lockable phone connection on the outside face of each building and a phone enclosure. Provide another phone connection in the office of each building (phone jack, conduit above ceiling and pull string). Provide and install phone conduit and pull wire as specified in project RFP. The Owner shall pay phone line and connection charges.

Provide two stainless steel wall mounted chilled water drinking fountains for each building, one at ADA accessible height and one at standard height.

In each building provide one air conditioned and heated office of approximately 120 sq. ft. Office shall have a door to exterior of building. Air conditioner unit to be a reverse cycle wall unit with an EER of 10 or better. Provide the A/C unit with a secure cover. A/C unit shall be mounted with a 6'8" min. head clearance above finish floor. Floor covering shall be commercial grade glued in place vinyl tile. Color shall be selected by Owner from manufacturer's full range of colors. Acceptable products shall be Armstrong Premium Excelon Tile, or the equivalent by Azrock or Congoleum. Provide 4" rubber base by Flexco or an approved equal. Color to be selected by Owner. Provide ADA compliant sign on door. The office and storage areas will be combined, and will not be separated by a wall.

In three of the buildings the storage room shall be approximately 200 sq. ft. The other one building, (the one located at the existing Soccer / Football fields), shall have a storage room of approximately 600 sq. ft. For each building, provide a roll-up door 6' wide.

Electrical Closet as required including the necessary electrical service panels and switchgear. Haskell will extend conduit and wiring to transformers and site power distribution system supplied and installed by owners utility. Haskell will require three additional transformers with primary power be installed for the project. Haskell will provide and install pipe and pull wire for distribution power conductors. Town of Davie to pay power utility separate from this contract for required utility power services.

Men' and Women' Restroom fixture count shall be as required by Code. Provide lockable access to the toilets from the building exterior. Toilets shall have impervious slip-resistant ceramic tile floors, and base. Colors to be selected by Owner. Acceptable manufacturers are American

Olean, Florida Tile, or approved equal. Ceiling shall be painted moisture resistant drywall. The walls shall be painted with epoxy paint or be protected with a 5' wainscot if required by code. Color to be selected by Owner. Provide wall mounted flush valve type toilets and wall mounted lavatories. For each lavatory provide polished stainless steel mirrors, and wall mounted soap dispensers. Provide partition mounted toilet tissue dispensers. In the women's toilets provide partition mounted sanitary napkin disposals. Provide hand dryers in each toilet room, as well as wall mounted trash receptacles. All toilet accessories shall be Bobrick or approved equal. Toilet partitions shall be floor mounted and overhead braced. Urinal screens shall be wall and floor mounted. Both toilet partitions and urinal screens shall be stainless steel as manufactured by Global Steel Products, Knickerbocker Partition Corp. or Sanymetal or approved equal. Provide stainless steel handicap grab bars as required by Code. Provide 140 CFM exhaust fans as required by S.F.B.C. Exterior doors shall be hollow metal with louver on the bottom, and steel frames. Provide accessories and mounting heights shall be as defined by the Americans with Disabilities Act (ADA).

Janitorial Closet equipped with electric water heater to supply kitchen. Provide mop sink with hot and cold water. Provide mop rack and storage shelving. Provide ventilation.

Concession Area of approximately 200 sq.ft. Provide approximately thirty-six (36) linear feet counter space. Provide under counter cabinets of approximately thirty-six (36) linear feet with doors, and two adjustable shelves. All counters and cabinets shall be plastic laminated on plywood, no particleboard will be accepted. All cabinets shall be lockable. Provide three compartment sink and hand wash sink, both to be supplied with hot and cold water. Three plastic laminated pass through openings are required to provide food service to patrons outside of the building. One window shall be provided on each of three sides of concession area. Lexan glass windows with pass through openings are to be provided. Sliding insect screens shall be designed to cover the pass through space. The concession area will be designed to accommodate a 25 cubic foot refrigerator, a 5' x 2' chest freezer, a 400-lb./day icemaker with storage bin, and a microwave oven. Equipment to be provided by owner. Contractor shall coordinate location and install electric, and water hookups for Owner supplied equipment. A continuous ventilation fan of approximately 180 cfm will be required for four complete air changes per hour during operation. Provide one 54" ceiling fan as manufactured by Hunter, or approved equal. No food preparation will occur in the concession area, therefore, no grease trap or fume hood will be required.

Electrical closet and janitorial closet shall be installed. Closet design and construction must comply with electrical and building code restrictions.

FENCING

Haskell will supply fencing as indicated on the Haskell revised site plan.

Perimeter fencing shall be provided and installed along the site east and south perimeter as shown on the revised site plan. Perimeter fencing shall be six feet (6') high galvanized fabric and Schedule 40 pipe. The fabric shall be 2-1/8". The top rail shall be 1 5/8". Trusses and cross braces shall be 1 5/8". Bottom tension wire shall be 7 gauge. Steel hog rings and tie wires shall be 9 gauge. Provide a pair of gates at the Pine Island Road entrance, which shall be a pair of 12' wide swing gates, making a 24' opening. Provide two 4' wide personnel gates. Provide two six foot (6') wide swinging gates, one at each end of the equestrian trail where it intersects the

property line.

Tennis Court fencing will 10' high, 6 gauge chain link fence around perimeter of courts, with one (1) four foot wide (4') player's gate for each court and a pair of six foot (6') wide maintenance access gates.

Playground fencing will be 4' high chain link fence, with one 4' gate, around each of the two playground areas.

ELEVEN (11) BASEBALL / SOFTBALL and T-BALL FIELDS: Backstops will be constructed to meet 75 mph wind load, Small Enclosure building permitting standard. Backstops shall be provided for each of the eleven (11) ball fields. See fencing details for exact dimensions and layout. The five three hundred foot (300') outfield baseball / softball fields and the two hundred twenty five (225') outfield baseball / softball fields shall each be provided with a backstop consisting of three panels 16' wide, one panel centered on home plate and the other two panels on each end flaring out at an angle of 45 degrees with the center panel. Each panel shall be 20' high, all in the vertical plane. The upright and cross pieces for each panel shall be galvanized steel. Backstop shall be 6 gauge; 2" maximum mesh. Provide each of the four T-Ball fields with a backstop which shall consist of three panels 16' wide, one panel centered on home plate, and the two others on each end flaring out at an angle of 45 degrees with the center panel. Each panel shall be 12' high, all in a vertical plane. Mesh shall be 2" max. mesh size.

Provide baseball netting from the top of the backstop fence, extending from the end of the bleachers on each side, to a height above the back stop of 30' to prevent foul balls from hitting spectators or players in the other fields. Netting will be suspended from the fence top to the light poles.

The four T-ball field complex shall have sideline fencing which shall be a 5' high galvanized chain link fence. The sideline fencing shall commence 4' to the outside of the end of the player's bench furthest from home plate. The outfields of the T-ball fields need not be fenced. Provide one pair of 10' wide equipment gates for this area. Where the two gates meet, pour concrete footing with a sleeve in it to accommodate a removable post.

Provide and install 6' high galvanized chain link outfield fencing and sideline fencing from the dugout and around each of the seven 225' outfield and 300' outfield Baseball / Softball fields.. The fence shall fully enclose "dugout" area on four sides, with one 4' wide opening into the field from the "dugout". Provide 4' wide player gates at the end of each dugout.

DUGOUT ROOF STRUCTURE

Haskell will install twenty-two dugout slanted roof structures. Dugouts concrete slabs shall be provided by others for all seven 225' outfield and 300' outfield baseball / softball fields, as well as four 150' T-Ball fields. Haskell provided modular painted (Kynar or equal) aluminum and steel cantilevered roof structures will slope toward the rear of the dugout, and shall be provided with an aluminum gutter and downspout assembly. Paint shall be Kynar 500 or equal. Color shall be selected by Owner

BLEACHERS AND BENCHES

Haskell will supply, deliver, and install the following bleachers and benches:

LOCATION	QUANTITY	DESCRIPTION
Tennis Courts -	2 Each	15' Aluminum Benches
Basketball Courts	4 Each	3 Row by 15' Aluminum Bleachers
Hockey Rinks	4 Each	5 Row by 21' Aluminum Bleachers
Baseball Dugout	22 Each	21' Aluminum Benches
Baseball Field	22 Each	5 Row by 15' Aluminum Bleachers

All bleachers required for this project shall be of all aluminum construction. The frames shall be fabricated from 2" x 2" x 3/16" 6061-T6 alloy aluminum angles using a punched and bolted type construction for maximum strength and safety. Seat planks shall be 2" x 10" 6063-T6 extruded aluminum which is clear anodized to a standard 204-R1 specification. Walk boards shall be 2" x 10" full width footboards with openings small enough so as to not allow a 4" sphere to pass through. They shall be constructed of 6063-T6 with extruded mill finish aluminum. End caps and hold down clips shall also be aluminum. Provide vertical picket style safety guardrail at top and sides of bleachers as required by code. All bleachers shall be set on concrete pads provided by others.

LANDSCAPING AND IRRIGATION

Haskell will supply material, tools, equipment, labor, and supervision to complete the revised landscaping and Irrigation scope of work.

LANDSCAPING:

All baseball/ softball and T-ball fields shall be sprigged with Bermuda Tifway 419. All other areas between the fields not in paved or hard surface shall be seeded with Argentina Bahia. Additionally, the west bank of the canal at the southeast portion of the site shall be provided with site muck material and seeded with Argentina Bahia. All seed shall meet or exceed the germination standards set by the Broward County Agricultural and Extension Center.

Tree material shall be Florida Number 1 grade, a minimum of three (3) inch caliper, and twelve to fourteen (12'-14') foot height. The trees shall be live oak, red bay and red maple located as shown on the conceptual plan. A landscape plan for berms and park areas shall be submitted by the contractor for review by the Town. The landscape plan shall include 100 trees in addition to those listed below.

Additionally, in the southeast corner of the site, along the west side of the perimeter fence provide 10' min. high laurel oaks at 30' on center. There shall be a minimum of twenty five (25) Laurel oaks planted in a single row. The row of oak trees to the west of the perimeter fence and the existing row of oak trees to the east of the berm shall be so arranged to provide a staggered double row.

Haskell will only provide landscaping along the top of the newly constructed berms along the eastern perimeter of the park site. The new berms are of a reduced size from the Town of Davie site drainage plan, with 20' base width and 1.5' heights. Landscaping materials will include:

Canopy Trees: Live Oak, mahogany, slash pine, green buttonwood, gumbo limbo.
Medium trees / accent: Silver buttonwood, jathropa, geiger, dahoon holly.
Palms: Sabal palms, thatch palms (in clusters of 3-5)
Shrubs: Fakachatchee, dwarf gama grass, cocoplum, pittosporum.
Ground cover: Dwarf ilex, coonite fem, dwarf bougainvillea.

IRRIGATION: Irrigation will also be provided as shown on the RFP addendum drawing issued by the Town of Davie. All play areas, the runways between the baseball / softball fields, warm up areas, and the perimeters of Concession / Rest Room Buildings in the sports complex not in paved or hard surface, shall be irrigated with 50% overlap providing 100% coverage. Irrigation system will utilizing Toro 600 Series and 2001 Series Ball Drive or Part Circle Rotors. The new irrigation system shall include motor and end suction centrifugal pump, control valves, pressure relief valves, gate and check valves, and typical control panel located within one pump house, locate southeast of the baseball 4-plex on the southeast property line. Others will provide a wet well to connect the suction side of the pumps.

STORM DRAINAGE

The fill, grading and site preparation scope of work for the project has been negotiated directly between the Town of Davie and Haskell's sitework subcontractor, Norac Construction. Project work is limited to the quantities, scope of work and prices contained in Norac Construction's quotes for fill and equipment for grading dated 6 June 2000. It is Haskell's understanding that the Town of Davie has included in the SOW negotiated with Norac Construction all project site work required by the design drawings dated 30 May 2000 submitted by Town of Davie to SFWMD for permit approval.

SPORTING EQUIPMENT

Haskell will supply, deliver, and install the following sporting equipment in accordance with Town of Davie RFP criteria:

LOCATION	QUANTITY	DESCRIPTION
Baseball Fields	11 Sets	bases, home plates,
Horseshoe pit	2 Sets	Stakes, shoes
Equestrian Trail	2 Each	Wooden Hitching posts
Equestrian Trail	1 Each	Horse Watering Trough
In-Line Hockey Courts	4 pair	hockey goals with nets

ELECTRICAL

Haskell will use Davco Electrical Construction as our electrical contractor for this project. The electrical systems will be designed and installed in accordance with the scope of work included in Haskell's proposal from Davco. Davco will provide and install phone equipment, conduit and pull string as specified in Town of Davie RFP.

POTABLE WATER AND WASTE PIPING

Haskell will install water piping for one ADA water fountain located near the large picnic shelter and one horse water tank. Water and waste piping will also be extended from piping provided by others in to the new concession buildings.

TAX CREDITS

Haskell has agreed to use Town of Davie procurement services to purchase major material items for the project. This will allow the project to avoid taxation on these items. The value of Haskell's contract for this project will be reduced by the actual value of the taxes saved on Town of Davie purchased items for the project. Because the project is not yet designed, the exact dollar value of these tax savings cannot be determined. Haskell estimates that the savings resulting from the Town of Davie purchase of hockey rink systems, picnic shelters, electrical/lighting equipment, bleachers/benches, fencing, sports equipment and dugout covers will be approximately \$74,975.00.

Final - 6/22/00

The Haskell Company
Pine Island Park, Davie, Florida
Design / Build Additions Project

Site Earthwork Preparation, Fill and Grading
Scope of Work

Subcontractor shall supply material, tools, equipment, labor, and supervision to complete the site earthwork scope of work. Subcontractor's work will be executed in accordance with the terms of The Haskell Company subcontract agreement and project schedule. Refer to the Town of Davie storm drainage design documents submitted to SFWMD dated 30 May 2000 for finish grading elevations for the project site, and Haskell site plan for specific dimension and location information on park features. Haskell will provide survey and testing services required to support site earthwork construction. Scope of work includes the following:

- Erosion control (NPDES compliance)
- Apply herbicide to diminish surface vegetation, disk, and strip / demuck organics as required
- Build berms with site organic/muck materials
- Rough grade
- Cut and provide fill to raise subgrade. Fill requirement is limited to 60,000 in place yards. Town of Davie has stipulated that fill will be 45,000 in place yards of non-structural fill, and 15,000 in place yards of structural fill. Work includes excavation of water detention pond as shown Town of Davie design documents submitted to SFWMD. Non-structural fill is defined for this project as fill material without muck. The cost of any additional fill required by the project will be \$2.85 yard for non-structural fill, and \$5.60/ton for structural fill.
- Finish grade and stabilize subgrade for parking lots, tennis courts, basketball courts, roller rinks, recreation paths, roadways, concession buildings, playgrounds, warm-up areas, riding trail, shelter pads.
- Fine grade all landscaped areas
- Finish grade site to required stormwater and drainage elevations

SPECIFICATIONS

Stormwater - Site cut, fill and grading will conform to design drawings dated 30 May 2000 submitted by Town of Davie to SFWMD for permit approval, including construction of a water feature. Work must be accomplished to satisfaction of storm water permit certification engineer of record. A storm water permit from SFWMD has not yet been obtained for the project. Cost and scope of work changes resulting from changes to the Town of Davie storm water design and permit requirements will be negotiated upon receipt by Town of Davie of final storm water permit.

Four tennis courts - Remove vegetation, debris, unsatisfactory soil materials, obstructions and deleterious materials from the court area. Sub grade shall be 12" minimum, compacted to 98% and a proctor test shall indicate that the minimum compaction has been obtained. LBR 40 shall be obtained on the sub grade material. Slope the court 1-inch in 10 feet all in one plane. Drain to nearby swales. The surface variation shall not exceed 1/8" in ten feet when measured in any direction with a straightedge.

Four In-Line Roller Blade Hockey Rinks - Construct hockey rinks as shown on the Haskell site plan. Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from the rink area. Sub base shall be 12" minimum, compacted to 98% and proctor must indicate that the minimum compaction has been obtained. Provide LBR 40 on sub grade material. Slope shall be a minimum of 1" in 10', all in one plane configuration. Drain to nearby swales.

Eleven Baseball / Softball and T-Ball Fields - Construct baseball / softball complexes as indicated on the Haskell site plan. Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from the baseball areas. Elevations of the fields shall be constructed so as to allow for positive drainage off the fields to adjacent swales. Subcontractor shall laser level all infields and outfields. No ponding water or standing water on the fields will be accepted. The diamond dimensions on a side for the various size fields shall be as follows:

<u>Size of Outfield</u>	<u>Diamond Dimension on One Side</u>
300' (4 fields)	80'
300' (1 field)	90'
225'	60'
150'	55'

TWO (2) HORSESHOE PITS - Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from pit sites. Provide well-compacted subgrade for horseshoe pits sites.

TWO (2) PLAYGROUNDS - Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from playground area. Stabilize soil beneath the playground area and curbing.

ASPHALT RECREATIONAL PATHS - Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from path area. Provide well-compacted sub grade for 6' wide asphalt paths where indicated on Haskell site Plan.

EQUESTRIAN TRAIL - The trail runs along the park south side and will dead end at the perimeter fence as shown on the Haskell site plan. Provide stabilized sub grade within the 10' width of the trail, approximately 1900 linear feet, and then add 2" of topsoil.

EARTH BERMS - Provide earth berms constructed of site organic muck material where shown on the Haskell site plan. Berm side slope shall be 4:1. Town of Davie has indicated that the berms at the north end of the park, and at the southern end of the easterly property line, which runs adjacent to the drainage canal, have already been constructed. The earth berms along the easterly perimeter of the park shall be built to an average height of 1.5', with a base of 20'.

PARKING LOTS - Provide three parking areas as shown on the conceptual site plan. Remove all muck and deleterious materials from parking areas. Sub-grade in drive aisles shall be compacted to a minimum of 100% of the maximum density (AASHTO T-99C). The sub-grade for drive aisles will be 12" stabilized with a minimum LBR and will be graded to drain to nearby swales. Unpaved parking areas per Town of Davie shall be constructed with non-structural fill compacted to natural surface density.

ROADWAYS - For roadways, remove all muck and deleterious materials. Provide 12" sub grade compacted to 100% maximum density AASHTO T-99C, stabilized as required with a minimum limerock bearing ratio (LBR) of 40. Sub grade shall extend out at least 12" more than base course on each side of roadway. Crown shall be along center of road, slope 1/4" per foot minimum away from crown in each direction. Profile slope shall be 0.1 %, with drainage to swales adjacent to roadway.

CONCESSION BUILDINGS AND PICNIC SHELTERS - At four concession building sites (1 x 1400 SF and 3 x 1000 SF), one 24' x 24' picnic shelter site, and two 12' x 12' picnic shelters sites, remove all muck and deleterious materials. Provide 12" sub grade compacted to 98% maximum density, stabilized as required with a minimum limerock bearing ratio (LBR) of 40.



NCH

Administration Services 797-1020
Budget & Finance 797-1050
Community Services 797-1145
Development Services 797-1111

Fire Department 797-1090
Police Department 797-1200
Public Works 797-1240
Utilities 433-4000

TOWN OF DAVIE 6591 Orange Drive, Davie, Florida 33314-3399

(954) 797-1000

February 9, 2000

REQUEST FOR PROPOSAL


The Town of Davie is accepting proposals from qualified firms until 2:00 p.m. on Tuesday, February 29, 2000 for:

REQUEST FOR PROPOSALS FOR DESIGN/BUILD ADDITIONS TO PINE ISLAND PARK, B-00-38.

Complete specifications are enclosed. Any questions concerning this proposal should be directed to Herb Hyman, Procurement Manager, 6591 Orange Drive, Davie, Florida 33314. Phone (954) 797-1016.

Interested parties must submit seven (7) copies of their proposal. Sealed proposals should be marked with the name and number and boldly marked "SEALED PROPOSAL". All sealed proposals should be delivered to the Purchasing Division, 6591 Orange Drive, Davie, Florida 33314. Proposals will be opened on or about 2:00 p.m., Tuesday, February 29, 2000, at the Davie Town Hall. This will be a public opening.

The Town of Davie reserves the right to reject any and/or all proposals.


Town of Davie
Herb Hyman, CPPB
Procurement Manager

REQUEST FOR PROPOSALS
DESIGN/BUILD AN ADDITION TO PINE ISLAND PARK
Town of Davie, Florida
Bid No. 00 - 38

NATURE OF REQUEST: Pursuant to Florida Statutes, Chapter 287.055 (Consultants Competitive Negotiation Act) the Town of Davie invites qualified design/build firms or joint ventures between an Architect and/or Engineer and/or Landscape Architect, and a General Contractor to submit proposals for consideration to construct a new addition to Pine Island Park. As part of the proposal, the design/build firms are asked to submit statements of qualifications and experience in the design and construction of this type of project, and Standard Forms 254 and 255.

BACKGROUND: The proposed project is Phase II of the development of Pine Island Park. This project is a part of the Recreational Bond Issue passed by the voters of the Town of Davie in November of 1998. The Town is proposing development of four concession/storage/restroom buildings, basketball courts, tennis courts, in-line roller hockey rinks, picnic shelters, playground areas, an equestrian trail, a sand volleyball court, horseshoe pits, and softball / baseball fields. In support of these sports facilities the following will be included in the development: grading, drainage, roadways, parking areas, recreational paths, landscaping, irrigation systems, fencing, site furnishings, sports lighting, scoreboards, bleachers, sports equipment, and parking and roadway lighting.

The Town of Davie's objective is to hire a qualified and competent independent contractor to provide all necessary professional design services and all labor, materials and equipment necessary to construct the new improvements to Pine Island Park. The Contractor shall provide and install all improvements as detailed in this document.

SCOPE OF WORK: Provide professional services, labor, materials, equipment, insurance and incidentals for the design and construction of the Pine Island Park improvements. The public entrance to the park is located at 3800 S.W. 92nd Avenue, Davie, Florida. All construction traffic shall use the S.W. 36 Street entrance. All Work shall be completed in compliance with the latest editions of all applicable codes, including, but not limited to, South Florida Building Code, Town of Davie Land Development Code, Town of Davie Code of Ordinances, Broward County Code of Ordinance, ADA, and NFPA 101. All playing fields and courts shall comply with industry practices and the regulations of the Association regulating that particular sport in the United States.

The design/build firm will perform each of the tasks customary to the practices of architecture and engineering for the preparation of the documents for the Pine Island Park project, including preparation of schematic design of the project, and upon approval by the Town of Davie, preparation of a full set of construction drawings and specifications. All applicable architectural, electrical, plumbing, mechanical, civil, and landscape architectural sub-consultants shall be supervised, coordinated, and paid for by the Design / Build team. Also, all soil borings and concrete testing shall be paid for by the design build team. It will be the responsibility

of the selected contractor to acquire the necessary permits for this project. The contractor shall assume all "town issued" permits will be either paid for by the Town of Davie or waived. The design/build firm will work in close coordination with the Town of Davie staff in carrying out the project.

The attached Master Plan illustrates the layout of the park elements. The new addition to the park shall match the same general elevations of the existing Pine Island Park. "As Built" plans of existing facilities are available in the Parks and Recreation Department.

Additionally, there are Plans and Specifications (by Calvin Giordano & Associates, Inc.) available to the Prime Proposer of each short-listed team which delineate the work being performed under a separate contract, which is presently under construction. The other contract will supply some of the underground utilities for the Work included in this "Request for Proposals". The plans and specifications for the underground utilities and site improvements which are presently under construction under a separate contract shall be closely studied by Proposer so as to thoroughly familiarize himself / herself with the Scope of Work included in this Request for Proposals, and the extent of site preparation which will be performed by others. The plans of the work already under construction include main water lines, main sanitary sewer lines, lift station, force main, storm drainage, and some site grading. An irrigation wet well will be installed near the southeastern canal under the separate contract to supply the irrigation system, which shall be installed as a part of this Request for Proposals, including the pumps and impellers. Upon completion of construction of the separate "Underground Utilities and Site Improvements" contract, "as built" drawings of the underground utilities and site improvements shall be provided to the successful proposer. It will be the sole responsibility of the Proposer, however, to verify all underground utility locations in the field prior to construction. Additionally, the drawings for the project that is currently under construction give the required finish elevations of the parking lots, ball fields, etc. that will be built under this design/ build package. A topographic survey of the existing site grades will also be provided to short-listed proposers by the Owner.

The proposed budget for this project is \$3,600,000.00

CONSTRUCTION SCHEDULE: The design / construction schedule deadline for this project shall be two hundred and forty (240) calendar days until Substantial Completion. An additional thirty (30) calendar days will be allowed until Final Completion. It is mutually agreed between the parties hereto that time is of the essence in this Contract, and in the event construction of the work is not completed within the time herein specified, it is agreed that from the compensation otherwise to be paid to the Contractor, the Owner may retain liquidated damages at a rate of five hundred dollars (\$500.00) per day for each day thereafter, Sundays and Holidays included, that the work remains uncompleted, which sum shall represent the actual damages which the Owner will have sustained per day by failure of the Contractor to complete the work within the time stipulated, and this sum is not a penalty, being the liquidated damages the Owner will have sustained in the event of such default by the Contractor.

The elements required for the project will include the following:

- Four tennis courts installed on a 1" Florida D.O.T. Type III asphaltic concrete over 6" limerock base over well compacted sub-base. Remove vegetation, debris, unsatisfactory soil materials, obstructions and deleterious materials from the court area. Sub grade shall be 12" minimum, compacted to 98% and a proctor test shall indicate that the minimum compaction has been obtained. LBR 40 shall be obtained on the sub grade material. The limerock base shall be 70 % calcium carbonate, and shall be compacted to 98%.

The slope of the court 1 inch in 10 feet all in one plane, on the north - south axis. Drain to nearby swale. The surface variation shall not exceed 1/8" in ten feet when measured in any direction with a straightedge. Provide tennis court surface finish equal to the specifications of the "California Products Corporation" 169 Waverly Street, Cambridge, Massachusetts, telephone 1-800-225-1141 or (954) 752-2529. Apply as per manufacturer's specifications with one (1) coat of Acrylic Resurfacer, and three (3) coats of Fortified Plexipave, separately applied. The color shall be light green. Stripe courts to regulation as specified by the U.S. Tennis Association with white acrylic line paint with 2" lines using hand taping and painting method.

Provide two (2) 15' long aluminum benches outside of the four tennis courts. For quality of aluminum benches refer to specification for bleachers below. Aluminum benches shall sit on a concrete pad.

Provide and install net posts, nets, tennis screening. Provide and install 10' high, 6 gauge black vinyl clad chain link fence all around with one (1) four foot wide (4') player's gate for each court and a pair of six foot (6') wide maintenance access gates. These courts shall be similar to The Park at Waverly 100, located at 6625 Hawkes Bluff Avenue, Davie, Florida.

- Four basketball courts installed on a 1" Florida D.O.T. Type III asphaltic concrete over 6" limerock base over well compacted sub-base. The surface shall be a smooth, well-drained base of adequate thickness and stability. Remove vegetation, debris, unsatisfactory soil materials, obstructions and deleterious materials from the court area. A density of 98% shall be obtained for the 12" sub grade material and for the limerock base as indicated by a proctor test. Sub grade shall have LBR 40.

Slope shall be 1 inch in ten feet, all in one plane. Drain to a nearby swale. Surface variation shall not exceed 1/8" in ten feet when measured in any direction with a straightedge. Provide basketball court surface finish equal to the specifications of the "California Products Corporation" with one (1) coat of Acrylic Resurfacer, and three (3) coats of Fortified Plexipave, separately applied. The color shall be light green. Stripe to regulation with white acrylic paint, with 2" lines using hand taping and painting method. Apply two (2) coats of Clear-Glo #3. Provide and install aluminum backboard and five foot gooseneck post with supergoal, model number 5005NLN5 by McGregor ; source BSN Sports, P.O. Box 7726, Dallas, Texas 75209 (telephone number 1-800-527-7510) or approved equal. Provide and install basketball nets.

Provide four 3-row, 15' long aluminum sections of bleachers, one for each of the four basketball courts. Bleachers shall sit on a concrete pad.

- Four In-Line Roller Blade Hockey Rinks (85' x 180' each) installed on a 1-1/4" Florida DOT Type III asphaltic concrete, compressed to 1", over 6" lime rock base over well compacted sub-base. Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from the court area. Roll and compress lime rock base to 4". Sub base shall be 12" minimum, compacted to 98% and proctor must indicate that the minimum compaction has been obtained. Limerock base shall also be compacted to 98% as indicated by proctor test. Provide LBR 40 on sub grade material. Slope shall be a minimum of 1" in 10', all in one plane configuration. Drain to nearby swale. Provide continuous concrete curb suitable for installation of Dasher Board system (follow manufacturer's recommendations.) Top of concrete curb shall be flush with top of finished surface of asphalt.

Hockey rink floor surface shall be equal to the specifications of the "California Products Corporation" with two (2) coats of Acrylic Resurfacer, two (2) coats of Fortified Plexipave, two (2) coats of Plexiflor, separately applied per manufacturer's specifications. Playing lines shall be painted on the rink with Plexicolor Line Paint in proper scale to the rink's overall dimensions, as specified by the National In-Line Hockey Association.

Provide deflection boards and side boards for each roller hockey rink. The panels shall be 42" high, white 3/4" U.V. stabilized natural white high density polyethylene (HDPE) panels.

Top cap shall be provided of the same HDPE material, 3/4" thick x 3" wide, and shall be blue in color. Cap shall be 3" in width. Front and back edge of top cap shall be rounded with a 3/8" radius for safety.

Provide kick plate of same HDPE material. Kick plate shall be yellow in color. It shall be 3/4" thick 6" in height with a rounded top front edge (min. 3/8" radius) for safety.

Provide a hot dip galvanized welded steel frame. Upright support posts shall be constructed with 2" x 2"(min.) by 42" 11 gauge minimum high carbon steel square tubing at 94" on center. Additionally, a 42" x 94" fully welded frame will fit between the support posts. Frames will be constructed with 2" x 2"(min.) x 1/8" hot rolled angle. They shall have top, middle, and bottom cross members. All components of the framing system shall be either stainless steel, galvanized, or zinc coated for weather protection.

Provide each rink with (2) 4' wide walk gates, one at each end of the rink, with latch mechanism. Provide an equipment gate for each rink which shall be a double leaf gate with an 8' opening.

The upper containment system be a 6 gauge, 2" black vinyl coated galvanized chain link fencing. It shall be mounted on top of the dasher board system around the perimeter of the rink and in front of the scorekeeper's area, but not in front of the player's area nor the penalty box. It shall be 5' high at the ends of the rink and 3' high on the sides of the rink. Fencing shall be supported by 1 3/8" (min.) CQ20 galvanized piping uprights and top and bottom cross members. Uprights shall be located every 8' on center on the sides of the rinks and every 4' on center on the curves.

Each rink shall also be provided with two (2) players' boxes (5' x 24'), two (2) penalty boxes (5' x 8'), and one (1) scorekeeper's box (5' x 8'). The boxes shall also be constructed of the same HDPE panels, 42" high, with a black vinyl clad galvanized chain link upper containment system. Boxes shall have a total of six (6) doors for entrance to rink from player / penalty area, and two (2) doors for access to scorekeeper's box. Elevated aluminum flooring shall be provided for the box areas. Provide a cantilevered aluminum roof structure over player's boxes, penalty boxes and scorekeeper's box. Roof panels shall be 1' wide by 12' long .032 aluminum 3 inch riser panels bolted to extruded aluminum stringers and beams. Size shall be approximately 9' high by 12' wide by 72' long. Slope roof to gutter. Provide downspout as needed. Provide aluminum fascia. Supports shall be steel with extruded aluminum beams, mounted in concrete footers. Supports shall not interfere with players' or scorekeeper's sight lines to court. Paint shall be Kynar 500 or equal. Color to be selected by Owner.

One (1) 1'-8" wide x 6'-0" long white polyethylene scorekeeper's tables shall be provided for each rink.

The entire system assembly shall be supplied by the same company. Acceptable manufacturers are "Pro 3000" UV stabilized high density polyethylene (HDPE) as manufactured by Border Patrol Rink System of Minneapolis, MN, telephone (800) 809-RINK or "McDasherboard II" by McCourt North Construction Corp. of Boca Raton, FL, telephone (561) 487-8737, or equal as approved by the Town of Davie in writing prior to the submittal of "Envelope B".

For each rink provide and install two (2) roller hockey goals, consisting of frames, knotted hockey nets and locking mechanism.

Provide aluminum bleachers for the hockey rinks. The bleachers shall be elevated to provide good sight lines of the four roller hockey rinks over the dasher boards. Handicap access to seating is required per ADA. Provide four (4) 5-row sections of bleachers, one for each hockey rink. Each of the four sections of bleachers shall be 21' long. Provide safety rail at back and sides

Provide and install one (1) official Daktronics scoreboard for each rink. Scoreboard shall be Daktroniks Model MS-915 Multisport scoreboard or equal, as approved by the Town of Davie. (Additive Alternate No. 1). Mount on concrete poles similar in appearance to concrete sports lighting poles.

• ELEVEN (11) BASEBALL / SOFTBALL and T-BALL FIELDS

Provide two baseball / softball complexes as indicated on the attached Master Plan. Elevations of the fields shall be planned so as to allow for positive drainage of rain water off of the fields to adjacent swales. Refer to the Calvin Giordano drainage plan for elevations of the ball fields. No ponding water, standing water, nor "bird baths" on the fields will be accepted.

Infield material on all ball fields shall be red clay (with a 80/20 clay/sand ratio). Outfields will be sprigged with ~~St. Augustine~~. Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from the baseball areas.

Bermuda Grass (4/9 F. H. W. X)

The diamond dimensions on a side for the various size fields shall be as follows:

<u>Size of Outfield</u>	<u>Diamond Dimension on One Side</u>
300' (4 fields)	80'
300' (1 field)	90'
225'	60'
150'	55'

One baseball / softball quadplex shall contain four (4) fenced ball fields two (2) with 300 foot (300') outfields, two (2) with two hundred twenty five (225') outfields. This complex shall be located in the southeast portion of the site as indicated on the attached Master Plan. A distance of one hundred sixty five feet (165') minimum between the east property line and the closest point of the outfield boundary of the 300' fields shall be maintained. Provide a lighted player warm up area in close proximity to the fields as shown on the attached master plan. Player warm up area shall be lit to a minimum average maintained illumination level of 20 fc.

A second baseball / softball complex shall be located in the central area of the park as indicated on the attached Master Plan. This complex shall consist of three (3) baseball / softball fields, each with 300 foot (300') outfields and four (4) T-Ball fields, each with one hundred and fifty foot (150') outfields, as indicated on the attached schematic Master Plan. This complex shall also be provided with a lighted player warm up area in close proximity to the fields as indicated on the Master Plan. Player warm up area shall be lit to a minimum average maintained illumination level of 20 fc.

Backstops shall be provided for each of the eleven (11) ball fields. The five three hundred foot (300') outfield baseball / softball fields and the two two hundred twenty five (225') outfield baseball / softball fields shall each be provided with a backstop consisting of three panels 16' wide, one panel centered on home plate and the other two panels on each end flaring out at an angle of 30 degrees with the center panel. Each panel shall be 20' high, all in the vertical plane. The upright and cross pieces for each panel shall be galvanized steel. Backstop shall be 6 gauge, 2" maximum black vinyl covered mesh. Provide each of the four T-Ball fields with a backstop which shall consist of three panels 16' wide, one panel centered on home plate, and the two others on each end flaring out at an angle of 30 degrees with the center panel. Each panel shall be 12' high, all in a vertical plane. Mesh shall be black vinyl covered and 2" max. mesh size.

Provide baseball netting between the field and bleacher areas of sufficient height to prevent foul balls from hitting spectators or players in the other fields. Netting may be suspended from light poles.

Additive Alternate #1: As an additive alternate, provide a price for supplying and installing electronic scoreboards for each of the seven (7) 300' and 225' outfield baseball / softball fields. No scoreboards are required for the 150' T-Ball fields. Scoreboards shall show balls, strikes, outs, inning numbers and scores for each team. Acceptable manufacturer shall be Daktronics Model BA618, or equal as approved by the Town of Davie. Exact style, color, and model number shall be selected by the Town of Davie. Provide 5 year parts and service warranty. Mount on concrete poles similar in design to concrete sports lighting poles.

"Dugouts" shall be provided for all seven 225' outfield and 300' outfield baseball / softball fields, as well as four 150' T-Ball fields. To prevent drainage problems, "dugouts" need not be recessed in the ground. Provide and install modular painted (Kynar or equal) aluminum and steel cantilevered roof structure over all player's benches. Cantilevered design shall optimize player's sight lines of the field while seated in the "dugout". It shall slope toward the rear of the dugout, and shall be provided with an aluminum gutter and downspout assembly. Perimeter of canopy area shall be provided with painted aluminum fascia. Paint shall be Kynar 500 or equal. Color shall be selected by Owner.

The four T-ball field complex shall have sideline fencing which shall be a 5' high black vinyl clad galvanized chain link fence. The sideline fencing shall commence 4' to the outside of the end of the player's bench furthest from home plate. (Refer to the Master Plan and the chain link perimeter fencing section of this RFP for specific sizes and gauges of fencing elements.) The outfields of the T-ball fields need not be fenced. Provide one pair of 10' wide equipment gates for this area. Where the two gates meet, pour a concrete footing with a sleeve in it to accommodate a removable post.

Provide and install aluminum player's benches for each of two teams of 15 players on each field, including the four T-ball fields. Provide bases and home plate for each field.

Provide and install 6' high galvanized chain link outfield fencing and sideline fencing to surround each of the seven 225' outfield and 300' outfield Baseball / Softball fields. The sideline fences shall have black vinyl coated fabric and the outfield fences shall have galvanized fabric for visibility. (Refer to chain link fencing section of this RFP for specific sizes and gauges of fencing elements). The fence shall fully enclose "dugout" area on four side. Leave two 4' wide openings into the field from the "dugout". Provide a pair of six foot (6') wide swinging equipment gates for each field. Where the two gates meet, pour a concrete footing with a sleeve in it to accommodate a removable center post. Fencing shall separate the bleacher area from the ball field. Layout and quantity of gates shall be similar to the existing 300' Baseball fields at Pine Island Park. The exact locations of gates shall be determined during the design phase.

Each 150' T-Ball field, and each 225' outfield and 300' outfield Baseball / Softball field shall be provided with two sets of aluminum bleachers, one on each side of home plate. Each set of bleachers shall have five rows and shall be 15' long. Provide safety rails at rear and sides of bleachers. Bleachers shall sit on concrete pads.

• **ONE (1) SAND VOLLEYBALL COURT:**

One (1) sand volleyball court shall be constructed in the picnic grove in the southwest portion of the park property, in the picnic grove. The exact location of the sand volleyball court shall be determined during the design phase. The court shall be 59' long by 29'-6" wide, and the free zone surrounding the court shall be 78'-8" long by 49'-2" wide. Provide net and net posts. Net shall be set in an east-west orientation, and shall be 10 meters long (approximately 32'-9 5/8") with an adjustable cable top. Provide schedule 40 galvanized round pipe net posts. Posts shall be a minimum 4" diameter, 10' high. Embed the posts 3' into the ground and

set in a concrete footing. Net heights are 7'-11 5/8" for men's play and 7'-4 1/4" for women's play and reverse coed. Provide eye holes at both heights so that the net may be raised or lowered as needed.

Clear the court and free zone area and remove all rocks and deleterious materials. Slope court to assure proper drainage. The court and free zone shall be excavated to one meter deep. The dirt dug out should be piled around the court in a horseshoe fashion for viewing seating, leaving one of the court sides open for proper drainage. Install PVC leaching pipe at a 14 degree slant. Water shall drain away from the court into a drainage ditch. Perforated drainage pipe shall be laid in a serpentine fashion, with one end capped and the other leading to the drainage ditch.

Place a layer of about 12" of #57 gravel (approximately 2,600 cubic feet) sub base over the drainage pipe. Then place drainage filter fabric over the gravel to prevent sand from washing through. Install fine, clean silica sand or washed masonry sand with a "beach-like feel". The sand boundary should be a minimum of 50' x 80', so that there is approximately 10' of sand boundary around the court. Minimum sand depth shall be 20". The approximate quantity of sand required is 5,200 cubic feet. 2 feet

Provide boundary lines of 1/4" rope or 1.5" webbing. Tie boundary lines down at four corners with buried deadman anchors.

- **TWO (2) HORSESHOE PITS:**

Provide all labor and materials required to design and construct two (2) clay horseshoe pits in the picnic area in the southwest corner of the site. The exact location shall be determined during the design phase. Each pit shall be 50' in length and 6' wide. Provide 6' by 6' concrete pitching platform at each end of pit.

Provide box at each pitching platform filled with minimum of 8" of gummy potter's or blue clay. Alternate 2" x 6" planks around box, fastened by 2" x 4" x 2'-0" stakes at corners, and capped with 1/4" x 1-5/8" strap steel.

Provide and install a 1'-10" high wooden backstop behind the peg constructed of two 2" x 10"s bolted into 4" x 4" wooden posts embedded 3'-0" minimum into the ground. All wood shall be pressure treated with a paintable oil-bourne preservative. Provide and install a 1" diameter steel peg at each end of pit embedded in 20" x 20" x 10" solid oak block below the clay box. Peg shall protrude 1'-2" above the ground, with an vertical incline of 3". Provide 2" x 6" wooden foul line raised 1" above the playing surface. Provide turf between boxes. Note that the pitching distance between pegs shall be 40'-0". Adjacent courts shall be no less than 10'-0" from stake to stake.

- **BLEACHERS:**

All bleachers required for this project shall be of all aluminum construction. The frames shall be fabricated from 2" x 2" x 3/16" 6061-T6 alloy aluminum angles using a punched and bolted type construction for maximum strength and safety. Seat planks shall be 2" x 10" 6063-T6 extruded aluminum which is clear anodized to a standard 204-R1 specification. Walk boards shall be 2" x 10" full width foot boards with openings small enough so as to not allow a 4" sphere to pass through. They shall be constructed of 6063-T6 with extruded mill finish aluminum. End caps and hold down clips shall also be aluminum. Provide vertical picket style safety guard

rail at top and sides of bleachers. The quantities of sections of bleachers, the number of rows required, and the length of the bleachers or benches are specified above under each of the applicable sports. Aluminum bleachers and aluminum benches shall be as manufactured by Kay Park Recreation in Janesville, IA (phone 1-800-553-2476) or approved equal. All bleachers shall be set on concrete pads.

SPORTS LIGHTING:

Provide sports lighting systems for four (4) tennis courts, four (4) basketball courts, four (4) in-line roller hockey rinks, four (4) T-Ball fields and seven (7) baseball / softball fields. Baseball / Softball / T-Ball lights shall be factory pre-aimed metal halide 1500W fixtures. Each Baseball/Softball and T-Ball field shall be individually circuited and controlled so that they may each be operated independently of all others. Tennis courts, basketball courts, and roller hockey rinks shall be pre-aimed metal halide fixtures, either 1000W or 1500W. All lighting equipment shall comply with the Codes specified herein, including, but not limited to:

- National Fire Protection Association (NFPA) 780 Lightning Protection
- National Electrical Code
- Underwriter's Laboratory (UL)
- National Electrical Manufacturer's Association (NEMA) Standard 250-1991 for Enclosures for Electrical Equipment

The Design Build team shall provide lighting to meet or exceed the following criteria:

Minimum Average Initial Light Levels shall be as follows:

Softball / Baseball (225' & 300' outfields)	62.5 fc infield / 37.5 fc outfield
T-Ball Fields (150')	62.5 fc infield / 37.5 fc outfield
Roller Hockey	62.5 fc
Tennis	50 fc
Basketball	37.5 fc

Minimum Average Target (Maintained) Light Levels shall be as follows:

Softball / Baseball (225' & 300' outfields)	50 fc infield / 30 fc outfield
T-Ball Fields (150' outfields)	50 fc infield / 30 fc outfield
Roller Hockey	50 fc
Tennis	40 fc
Basketball	30 fc

Light loss factor used to determine the target light levels shall be a maintenance factor of 0.8 multiplied by the lamp tilt factor as calculated per I.E.S. Manual RP-6-88, p. 92.

The uniformities of the playing field shall be measured by comparing the maximum reading to the minimum reading. The ratio shall not exceed the following:

Baseball / Softball (225' & 300' outfields)	2.0 : 1 infield / 2.5:1 outfield
T-Ball Fields (150' outfields)	2.0 : 1 infield / 2.5:1 outfield
Roller Hockey	2.0 : 1
Tennis	2.0 : 1
Basketball	2.0 : 1

Spill Light:

Spill light from all sports lighting shall limit objectionable spill lighting outside of the play areas. Light levels shall not exceed the designated maximum foot candles or average foot candles specified herein. These levels shall be measured out to the property line from the boundary of the playing field in any direction. Spill light shall be measured horizontally along the property line at 30' intervals and at a height of $Z = 0'-0"$, and vertically at 30' intervals and at $Z = 0'-0"$.

<u>Field Boundary</u>	<u>Horizontal Foot candles</u>		<u>Vertical Foot candles(with Meter Aimed Toward Brightest Bank of Lights)</u>	
East Property Line	0.5	max.	0.5	max.
West Property Line	1.0 0.5	max.	1.0 0.5	max.
North Property Line	0.5	max.	0.5	max.
South Property Line	0.5	max.	1.0	Max.

Note that all of the above allowable spill light limits are at the Park's own property line.

Point by Point Analysis shall be provided by the manufacturer for approval by the Town of Davie. Measurements of light shall be demonstrated on a computer generated model based on 155,000- 160,000 lumens per lamp for 1500W lamps, and at 110,000 lumens for 1000W, which consists of a grid of a specified number of points covering a specified area on an equally spaced grid. Refer to below chart for required points, areas, and grid spacing on each type of field.

<u>Area of Lighting</u>	<u>Min. # of Points</u>	<u>Size of Area to be Covered</u>	<u>Grid Spacing</u>
Baseball / Softball (300' field - Infield)	25	80' x 80' (4 fields) 90' x 90' (1 field)	30' x 30'
Baseball / Softball (300' field - Outfield)	73	Entire outfield	30' x 30'
Baseball / Softball (225' fields- Infield)	25	60' x 60'	20' x 20'
Baseball / Softball (225' fields- Outfield)	94	Entire Outfield	20' x 20'
T-Ball (150' field - Infield)	25	55' x 55'	20' x 20'
T-Ball (150' field - Outfield)	56	Entire outfield	20' x 20'
Tennis Courts	110 per pair	Two pair of courts	10' x 10'
Roller Hockey	150	Each of four courts	10' x 10'
Basketball Courts	90 per pair	Two pair of courts	10' x 10'

Annual Operating Cost Analysis shall be submitted by the Proposer for the entire sports lighting installation. The calculation shall be based upon the premise that the entire system shall be fully operational, with each and every fixture illuminated. The kilowatt usage shall be based on a hypothetical number of 700 hours per year, based on the the initial year of operation. The cost of power shall be calculated utilizing a unit cost of \$.07 / kW.

Manufacturer's Responsibility for Not Meeting Performance Specifications - In order to assure compliance with these specifications, at the substantial completion stage of this portion of the work, and in the presence of the Contractor, Project Engineer, Owner's Representatives, Manufacturer's Representative and Homeowner's Association Representative, an actual light performance meter reading test shall be performed and verified. If in the opinion of the Town of Davie or its appointed representatives, the actual minimum performance levels including foot candles, and uniformity ratios, and the actual maximum performance levels including kilowatt consumption, spill light and glare light are not in compliance with the performance specification, the manufacturer shall be liable for, at his / her own expense, modifying any and all elements of the sports lighting system until it does meet the performance specifications. The manufacturer shall, at his / her own expense, provide field service work and materials, up to and including additional fixtures, necessary to meet these standards. If additional fixtures are required, associated poles and electrical service shall be added as required to adequately support any additional fixture load, both structurally and electrically.

Poles - Provide direct bury round prestressed spun concrete poles of appropriate heights for baseball / softball fields, T-ball fields, basketball courts, tennis courts and roller hockey rinks. Acceptable quality poles are those manufactured by Accord Industries, or approved equal. To ensure proper pole stress allowance, the pole analysis and design will be based on the American Association of State Highway and Transportation Officials (AASHTO) design criteria and "ASCE 7 With Commentary". The lighting system shall be designed so that the foundation will withstand winds of 125 mph based upon ASCE-B building code standards utilizing the 50 year mean recurrent isotach wind map data. The manufacturer shall supply foundation plans and calculations signed and sealed by a Florida Licensed Professional Engineer.

Crossarm - To prevent misalignment of any luminaires or damage to the crossarms or its components, the crossarm, reflector, and its attachment to the pole shall be able to structurally withstand winds of 125 mph with a 1.3 gust factor. The design shall comply with the requirements of AASHTO (American Society of State Highway Transportation Officials) Standard Specifications and the wind load requirements of "ASCE 7 With Commentary", published by the American Society of Civil Engineers. Luminaires shall be attached to the crossarm by a minimum of two bolts, which shall be stainless steel and coated with Empigard or equal.

Remote Ballasts and Electrical Component Enclosure - To prevent crossarms from sagging and to reduce stress on entire electrical system, the ballasts shall be located in an electrical component on the pole separate from the fixture mounting. The electrical component enclosure shall be located approximately ten feet above grade at the pole foundation. The enclosure shall be fabricated of heavy gauge aluminum

coated with a polyurethane powder coat paint, (to provide protection from oxidation of the aluminum), stainless steel, or powder coated galvanized steel.

For easy identification, each ballast, capacitor, and fuse shall be labeled to identify the fixture it services. Individual fuses shall be provided for each ballast conductor except neutral conductors.

All wiring shall be enclosed within the crossarm or pole and protected from the elements. Internal wiring shall be routed away from the ballast cores, rated for at least 90 degrees C, and suitable for the amperage involved. Luminaire manufacturer shall supply U.L. temperature test of electrical component enclosure.

Aiming Recapturing Devices shall be provided for each fixture. This shall assure the automatic repositioning of the aiming of the fixture after re-lamping. There shall be a stainless steel bolt and nut to secure the alignment.

Momentary Power Interruption Fixtures shall be provided. The MPI system shall operate when electricity has been restored after a power failure and during the initial start-up phase of the metal halide fixtures. The MPI fixtures operate on the same lighting circuit as the metal halide fixtures. The system logic is as follows:

a. When the lighting circuit is initially energized, the MPI fixtures supply immediate lighting to the subject area. As the metal halide fixtures come into full power, a current sensitive relay inside the ballast box detects when ample lighting is being supplied by the metal halide fixtures. The current sensitive relay then opens and the MPI fixtures are extinguished.

b. In the event of power failure, whether it be very brief or for an extended amount of time, all fixtures will be extinguished. Once power is restored, the MPI fixtures will immediately ignite. The MPI fixtures will operate until the metal halide fixtures have had the opportunity to cool down, reignite, and again reach a level to where ample lighting is being provided. When ample lighting is being supplied, the relay inside the ballast box will open and extinguish the MPI fixtures. Provide two (2) MPI fixtures on each and every Baseball / Softball and T-Ball Field. Provide one (1) MPI fixture for each roller hockey court, tennis court, and basketball court. MPI fixtures shall closely resemble the other fixtures utilized on this project.

Lightning Protection -All structures shall be equipped with lightning protection meeting standards developed by NFPA 780.

Lamps - Lamps for baseball / softball / T-ball fields shall be 1500W metal halide. Lamps for tennis courts, basketball courts, and roller hockey rinks shall be 1500 W or 1000W. Lamp replacements for fixtures shall be readily commercially available, and supplied by a minimum of two different Broward County electrical supply houses, in addition to through the manufacturer's representative.

A disconnect shall be provided on each pole. The breaker shall be located in a compartment separate from any capacitors or ballasts. The manufacturer shall provide a set of factory wired distribution terminal blocks to provide for termination of all ballast connection wiring. Also, an electrical enclosure equipped with a UL listed thermal magnetic circuit breaker shall be provided at the panel location that disengages the power to the panel with the operation of one switch.

Wire harness shall be factory assembled as a part of the lighting equipment and shall be covered under the manufacturer's equipment warranty. It shall be mechanically attached to the pole by an enclosed snap hook. The wire harness shall be continuously spiral wound. Support wire harness from top of pole by a stainless steel wire mesh grip matched to the size of the harness. There shall be not more than 13 conductors supported by a single wire mesh grip. If the harness is longer than 70 feet, an interim wire mesh grip support shall be located approximately half way down the pole.

The lighting panel locations shall be enclosed by 8' high minimum black vinyl clad chain link fencing. Provide one 3' wide gate to enter panel enclosure.

Maintenance Diagnostic Test System shall be provided capable of diagnosing maintenance problems at the bottom of the pole. The diagnostic test system shall be integrated into each ballast box. It shall utilize a quick connect multi-pin connector to isolate and test for failed ballast, shorted lamp condition, failed capacitors or fuses, with all incoming power off. All test results shall be shown by use of indicator lights on the hand held analyzer. Analyzer shall be UL listed for its intended use. Acceptable manufacturers and products are:

Qualite's "Maintenance Diagnostic System" or comparable multi-test testing equipment as approved by the Town of Davie prior to submittal of Envelope "B".

Manufacturer's warranty shall be provided on the luminaire assembly for a period of ten (10) years from date of substantial completion of the system, which is defined as the date when commissioning is complete, the light test has proven that the performance specifications have been met, and the Owner has started to realize beneficial use of the system. A parts and labor warranty shall be provided for the first five (5) years after substantial completion, and a parts replacement warranty for the second five (5) years. The alignment of luminaires shall be warrantied against movement from the pre-aimed position for ten (10) years. The warranty shall cover all defective parts and workmanship of hardware as supplied from the factory. Additionally, provide a lamp warranty for two (2) years parts and labor and two (2) years parts only.

Acceptable manufacturers and products are:

The Musco TLC fixture or Musco Level 8 fixture, the Qualite International fixture or the Qualite PS45V fixture, or others as approved by the Town of Davie prior to the submission of Envelope "B". It shall be at the Town of Davie's sole discretion whether or not to accept an alternate product.

All manufacturers and products other than those named above shall be approved in writing by the Town of Davie prior to the submittal of Envelope "B" of this proposal package. Compliance with the criteria set out in this "Request for Proposals" shall be demonstrated by documentation which shall be solely determined by the Town of Davie. Submittals shall be received at least ten (10) working days prior to the date for submitting Envelope "B". The Town of Davie or its representatives shall notify all bidders of any additional approved manufacturers via addendum.

Failure to provide any of the required information within the required time frame shall be grounds for rejection of approval.

• **THREE (3) PICNIC SHELTERS.** Provide 3 (three) each 24' min. x 24' min. picnic shelters. Shelters shall be constructed of painted, powder coated steel frames and shall have conventional pitched roof structures with a standing seam aluminum roof painted a color which complements the existing Pine Island Park Community Center and the proposed Pine Island Multipurpose Facility. Color shall be selected by Owner. Paint shall be Kynar 500 or approved equal, capable of providing long term durability and low maintenance. Prefabricated shelters are acceptable. Prefabricated shelters shall be "Poligon" Model SQ-24, fabricated by W.H. Porter, Inc. of Holland, MI (1-800-354-7721), or equal as approved by the Town of Davie.

Provide 4" min. concrete floor slabs with thickened edges. Concrete shall have a light broom finish. A border around the floor slab shall be painted with yellow paint.

Provide lighting in the picnic shelters to enable their use in the evenings for picnics, meetings, or similar activities. Provide a time clock at the panel location for the shelters. Each picnic shelter shall be provided with two (2) exterior type waterproof duplex 110V receptacles.

Adjacent to each large picnic shelter supply one (1) ADA compliant water fountain equal to those manufactured by "Most Dependable Fountains", 4697 Winchester, Memphis, Tennessee, 38118. Exact locations of water fountains shall be determined during the design phase. Each picnic shelter shall have one (1) lockable hose bib to facilitate clean up.

For each picnic shelter provide and install two (2) stationary pedestal grills with a minimum of 300 sq. in. of cooking surface. The grills shall be steel plate with heat resistant black enamel finish. The cooking surface shall be steel bar with coiled steel grips on the handles and shall have four adjustable positions. Provide stainless steel charcoal tray for each grill. The support post shall be steel pipe, and shall be permanently embedded in the ground. The exact location of the grills near the picnic shelters shall be determined during the design phase.

Inside each picnic shelter provide six (6) - six foot (6') long picnic tables. The picnic tables shall be made of hardwood. Finish to be selected by Owner.

Each picnic shelter shall be provided with two (2) trash receptacles. These trash receptacles shall be hardwood and shall accommodate and be equipped with 30 gallon trash can liners. The exact location adjacent to the picnic shelters shall be determined during the design phase.

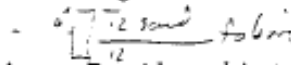
• **FIVE (5) MINI SHELTERS:**
Provide five (5) aluminum and steel mini- shelters measuring approximately twelve feet by twelve feet (12' x 12'). These mini-shelters shall be located in the picnic grove in the southwest corner of the site. The mini shelters shall be supported by two columns with the picnic table fitting lengthwise in between the columns. The shelters shall be Model No. (SQ12-2H) manufactured by Poligon Park Architecture, telephone 1-800-354-7721 or approved equal. All metal parts shall be powder coated. Standing seam metal roof to be painted with Kynar 500 or equal.

Color to be selected by Owner from manufacturer's full range of colors.

Each of the mini-shelters shall be equipped with one eight foot (8') long hardwood picnic table. Each mini-shelter shall be equipped with one hardwood waste receptacle and shall accommodate and be equipped with a 30 gallon liner. Provide and install one (1) stationary pedestal grill at each mini-shelter. Grills shall have a minimum of 300 sq. in. of cooking surface. The exact locations of the grills and mini-shelters shall be determined during the design stage.

• **TWO (2) PLAYGROUNDS:**

Two playground areas shall be provided by the Design / Build team where shown on the Master Plan. All work in the playground areas shall comply with the recommendations of the U.S. Consumer Product Safety Commission's " Handbook for Public Playground Safety." The Contractor shall prepare the site, provide the sand, the concrete curbing around to contain the sand, and provide and install a 4' high black vinyl clad chain link fence with a 4' gate around the playground area. The Owner will provide and install the actual playground equipment. The Contractor shall be responsible for coordinating his / her own work with that of the Owner.



Stabilize soil beneath the playground area. Provide and install fine "play sand" to a compressed depth of 12" as the surfacing material. Sand shall comply with ASTM Standard Method C136-84a and 100% of the material shall pass through a #16 screen. Good drainage beneath the sand shall be provided by Contractor. Provide and install filter fabric beneath the sand to prevent weeds from growing up through. Provide and install 6" extruded type "D" concrete curbing as a border. The curbing shall have rounded corners, 3/4" minimum radius. Curb shall be installed on a firm surface. Curb shall be painted a bright color selected by the Owner. All paints shall comply with the current Consumer Product Safety Commission's regulation on lead in paint.

Provide and install lighting for the playground. A minimum of two poles shall be required for each playground to minimize areas in shadow. An average horizontal light level of 2 fc shall be required, with a minimum of 0.5 fc and a uniformity ratio of 6.0. The Contractor shall be required to rake out the sand and remove any and all debris, including screws, nails, broken glass, etc. prior to turning over the Project over to the Owner.

Provide signage for each playground indicating that all children utilizing playground shall be required to be supervised by an adult and the age group that the playground was designed for. Exact wording, color, and type face will be determined during the design phase.

Provide two (2) 6' long hardwood benches with backs inside each playground area for adult seating.

• **FOUR (4) CONCESSION/STORAGE/RESTROOM BUILDINGS:**

Provide one concession/restroom/storage building at each of the following locations:

1. In - line Roller Hockey Rinks
2. Existing Football/Soccer Fields
3. New Baseball / Softball Complex (southeast section of park)
4. New Baseball / Softball Complex (central section of park)

Refer to the attached master plan for the approximate location of the buildings within the park.

General:

The buildings will be constructed of concrete, block and stucco with a conventional pitched roof structure and standing seam metal roof of similar profile to the the existing Pine Island Park Community Center. The roof color shall be selected by Owner from the manufacturer's full range of colors. The roof shall be painted with Kynar 500 paint or approved equal. The new building designs shall resemble the existing Concession / Rest Room Building but shall have some upgrades to make it more esthetically pleasing such as raised stucco bands, an enhanced color scheme, reveal moldings, and so forth, to add some architectural interest to the building exterior. Provide a five (5) year (from date of Substantial Completion) Installer's material and labor roof warranty and a 20 year manufacturer's warranty. Windstorm classification shall be no less than FM I-90.

A conventional building form shall be designed, three of the buildings shall have a minimum of 1000 square feet and the other one building shall have a minimum of 1400 square feet. All of the buildings shall have a ten foot wide minimum continuous concrete slab around the perimeter of building and a four foot minimum roof overhang. All requirements of the Americans with Disabilities Act (ADA) shall be met. Exterior window opening will be protected by removable Broward County approved hurricane storm panels. All doors shall be hollow metal doors with steel frames. Finished doors to have commercial grade deadbolts with metal safety plated closures manufactured by Best Access Systems, Inc., 497 Semoran Boulevard, Suite 123, Casselberry, Florida 32707 (telephone number 1-800-322-BEST). All hardware shall be commercial grade. Hardware function and keying requirements shall be coordinated with the Town of Davie.

Interior and exterior paint shall be Sherwin Williams or approved equal. Exterior painted areas including the doors shall be painted with Sherwin Williams low luster latex exterior house paint or approved equal. Colors shall be selected by Owner from the manufacturer's full range of colors. Provide color codes and one full gallon minimum of surplus paint of each color and type of paint to the Owner.

All interior partitions shall be either concrete unit masonry or 5/8" type "X" gypsum board on 3- 5/8" steel studs at 16" o.c. Partitions shall be fire rated as required by Code. Interior wall finish to be latex-based primer coating under an alkyd semi-gloss enamel. All floors shall be non-slip light broom finish brushed concrete finished with a two coat polyamide-epoxy coating system except for the men's and ladies' restrooms and the offices. See below for rest room and office floor finish requirements.

Ceilings shall be 9'-0" minimum height. Ceilings shall be 5/8" painted Type "X" gypsum board.

Install 4' fluorescent surface mounted fixtures as required to provide adequate light levels for the room's use. All interior fluorescent lighting shall utilize F-40-T10 cool white lamps with RS-N high efficiency ballasts and injection molded lenses by Holophane or equal. Fixtures in storage room, mechanical, and electrical rooms do not need lenses, but shall be provided with impact resistant wire guards.

Provide two (2) exterior GFI protected water proof 110V electrical receptacles on the face of each building in a location to be identified by the Owner.

Provide one vandal-proof lockable hose bib on the face of each building exterior.

Provide exterior lighting to illuminate the entire area of the concrete slab surrounding the building. The lighting shall maintain a 5 foot-candle level, with a 12:1 maximum to minimum ratio.

Provide one lockable phone connection on the outside face of each building and a phone enclosure. Provide another phone connection in the office of each building. Phone connection charges shall be paid by the Owner. See ①

Provide two stainless steel wall mounted chilled water drinking fountains for each building, one at ADA accessible height and one at standard height.

The following areas are required in each of the four buildings:

Office: In each building provide one air conditioned and heated office of approximately 120 sq. ft. Office shall have a door to exterior of building. Air conditioner unit to be a reverse cycle wall unit with an EER of 10 or better. Provide the A/C unit with a secure cover. A/C unit shall be mounted with a 6'8" min. head clearance above finish floor. Floor covering shall be commercial grade glued in place vinyl tile. Color shall be selected by Owner from manufacturer's full range of colors. Acceptable products shall be Armstrong Premium Excelon Tile, or the equivalent by Azrock or Congoleum. Provide 4" rubber base by Flexco or a approved equal. Color to be selected by Owner. Provide ADA compliant sign on door.

Storage Room: In three of the buildings the storage room shall be approximately 200 sq. ft. The other one building, (the one located at the existing Soccer / Football fields), shall have a storage room of approximately 600 sq. ft. For each building, provide a pair of exterior doors with removable astragal, each door shall be at least 3'-0" wide by 6'-8" min. high. Provide ventilation.

Electrical Closet as required to include the necessary electrical service panels and switch gear and outside FPL meter. The electrical contractor will extend conduit and wiring to the existing service rack and connect to transformer supplied and installed by owner. Provide ventilation, fire resistive construction, and signage as required by Code.

Provide Mens' and Womens' Restrooms. The fixture count shall be as required by Code. Provide lockable access to the toilets from the building exterior. Toilets shall have impervious slip-resistant ceramic tile floors, base, and a 5' high minimum tiled wainscot. Colors to be selected by Owner. Acceptable manufacturers are

American Olean, Florida Tile, or approved equal. Ceiling shall be painted moisture resistant drywall. The walls above the wainscot and the ceiling shall be painted with epoxy paint. Color to be selected by Owner. Provide wall mounted flush valve type toilets and wall mounted lavatories. For each lavatory provide polished stainless steel mirrors, and wall mounted soap dispensers. Provide partition mounted toilet tissue dispensers. In the womens' toilets provide partition mounted sanitary napkin disposals. Provide hand driers in each toilet room, as well as wall mounted trash receptacles. All toilet accessories shall be Bobrick or approved equal. Toilet partitions shall be floor mounted and overhead braced. Urinal screens shall be wall mounted. Both toilet partitions and urinal screens shall be stainless steel as manufactured by Global Steel Products, Knickerbocker Partition Corp. or Sanymetal or approved equal. Provide stainless steel handicap grab bars as required by Code. Provide 140 CFM exhaust fans as required by S.F.B.C. Exterior doors shall be hollow metal with louver on the bottom, and steel frames. Provide accessories and mounting heights shall be as defined by the Americans with Disabilities Act (ADA).

Janitorial Closet equipped with electric water heater to supply kitchen. Provide mop sink with hot and cold water. Provide mop rack and storage shelving. Provide ventilation.

Concession Area of approximately 200 sq.ft. Provide thirty six (36) linear feet counter space. Provide under counter cabinets of thirty six (36) linear feet with doors, and two adjustable shelves. All counters and cabinets shall be plastic laminated on plywood, no particle board will be accepted. All cabinets shall be lockable. Provide three compartment sink and hand wash sink, both to be supplied with hot and cold water. Three plastic laminated pass through openings are required to provide food service to patrons outside of the building. One window shall be provided on each of three sides of concession area. Lexan glass windows with pass through openings are to be provided. Sliding insect screens shall be designed to cover the pass through space. The concession area will be designed to accommodate an 25 cubic foot refrigerator, a 5' x 2' chest freezer, a 400 lb./day ice maker with storage bin, and a microwave oven. Equipment to be provided by owner. Contractor shall coordinate location and install electric, and water hookups for Owner supplied equipment. A continuous ventilation fan of approximately 180 cfm will be required for four complete air changes per hour during operation. Provide one 54" ceiling fan as manufactured by Hunter, or approved equal. No food preparation will occur in the concession area, therefore, no grease trap nor fume hood will be required.

• **IRRIGATION:**

All play areas, the runways between the baseball / softball fields, warm up areas, and the perimeters of Concession / Rest Room Buildings in the sports complex not in paved or hard surface, shall be irrigated with 50% overlap providing 100% coverage, utilizing Toro 600 Series and 2001 Series Ball Drive or Part Circle Rotors. The new irrigation system shall be designed with motors and end suction centrifugal pumps, control valves, pressure relief valves, gate and check valves, and typical control panel located within one pump house, locate southeast of the baseball 4-plex on the southeast property line.

The Town will provide a wet well to connect the suction side of the pumps. The

Design / Build team shall supply the pumps, impellers and the remainder of the irrigation system as required. Refer to the attached civil engineering plans of work presently under construction for details.

- **STORM DRAINAGE:**

Parking areas shall sheet flow to a swale which shall naturally percolate. Catch basins shall be installed to collect overflow from swale areas. Rims shall be installed about 1-1/2" to 2" above the bottom of swale elevations. The catch basins shall be piped to and connected to the main storm drainage pipes that have been installed under a separate contract. Refer to the Calvin Giordano plans to determine the locations of the main drain pipes and the proposed elevations of the parking areas. The overflow storm drainage is then discharged into the canals on the southeast and north sides of the property. Refer to attached plans for direction of water flow. Parking lot drainage shall be similar to that of existing parking lot which is located to the south of existing soccer fields.

All courts and fields shall be designed to drain into swale areas with similar overflow drainage. The Design / Build team shall provide yard drains and pipe the yard drains to connection points that have been provided under a separate contract. Refer to the attached plans for the proposed elevations of the baseball / softball fields and the tennis courts, basketball courts, and roller hockey rinks.

- **SANITARY SEWER:**

The Design Build team shall design and provide the sanitary sewerage system for the four concessions buildings included in this project. The Design Build Contractor shall connect to sewer laterals provided by the Town of Davie. The Town of Davie has provided the force main and the lift station for this project under a separate contract. Electrical service to the lift station, however, is the responsibility of the Design / Build team. Refer to the attached plans for the design and location of sanitary system that has been previously installed under separate contract.

The existing Maintenance Building is currently hooked up to a septic tank. This septic tank will be abandoned under this project, and the Design Build team will be responsible for connecting that building to the new sanitary sewer system.

- **POTABLE WATER SYSTEM:**

The Design Build team shall be responsible for water service to the four Concession / Rest Room buildings, the water fountains, the horse watering trough, and all other purposes outlined in this document. The Town of Davie is installing water mains and service points that are sufficient to supply the water pressure needed for the buildings under a separate contract. Short listed firms shall refer to the Calvin Giordano plans for the extent and locations of the existing water service.

- **DE-MUCKING AND SITE PREPARATION:**

The Design Build team shall be responsible for providing all clearing, grubbing, de-mucking, fill and contouring that is required to execute the scope of this project. The Contractor shall thoroughly familiarize him / herself with existing soil conditions prior to submitting a proposal for this project. Soil borings and / or percolation tests may be performed by Design / Build teams, if desired, prior to bid. Proposers shall give timely notification to the Town of Davie if they want to perform borings

or percolation tests, and shall secure the approval of the proposed locations by representatives of the Town of Davie. Any damage to existing underground utilities while performing testing shall be borne by the party or parties performing the tests.

- **FIRE LINE:**

A fire line and fire hydrants are being installed under a separate contract. Short listed firms shall refer to the drawings by Calvin Giordano for the location of the hydrants and the fire line. There is also an existing fire line which supplies the existing Community Center. Refer to the attached drawings for locations.

- **CHAIN LINK FENCING:**

Perimeter fencing shall be provided and installed along the entire property line of the park, wherever it is not currently existing. At the completion of the project the Contractor shall be responsible for assuring that the entire perimeter of the park is fenced according to this specification. In the southeast corner of the site, adjacent to the canal, the fence shall be located on the west side of the existing berm. Perimeter fencing shall be six feet (6') high galvanized fabric and Schedule 40 pipe. The fabric shall be 2-1/8". The top rail shall be 1 5/8". Trusses and cross braces shall be 1 5/8". Bottom tension wire shall be 7 gauge. Steel hog rings and tie wires shall be 9 gauge. Provide a pair of gates at the Pine Island Road entrance which shall be a pair of 12' wide swing gates, making a 24' opening. Provide three (3) 4' wide personnel gates. The exact location of the personnel gates shall be determined during the design phase. Provide two six foot (6') wide swinging gates, one at each end of the equestrian trail where it intersects the property line.

The remainder of the fencing on the site, excluding the park perimeter fencing shall be of the same gauge, unless indicated otherwise.

A summary is below indicating the various areas of the park. For more specifics concerning layout, and gate requirements, please refer to the applicable section above.

Player Warm-up areas - No fencing required.
Roller Hockey - No fencing required, other than upper containment on rink itself.
Basketball - No fencing required.
Playgrounds - 4' high
T-Ball Fields - 5' high
Electrical (lighting) panel enclosures - 8' high
Baseball / Softball Fields - 6' high
Perimeter fencing - 6' high
Tennis - 10' high

- **ASPHALT RECREATIONAL PATHS:**

Install 6' wide paved asphalt paths where indicated on attached Master Plan. Path shall be 1" Florida D.O.T. Type III asphaltic concrete over 6" compacted lime rock base (70% calcium carbonate), compacted to 98% of T-180 over well compacted sub-base. Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from path area.

• CONCRETE PATHS:

Install 6' wide concrete paths where shown on the attached Master Plan. Path shall be 4" thick concrete over well compacted fill. Provide ~~wire mesh reinforcement~~ and control joints as required to minimize probability of future cracking. Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from path area.

• LIGHTING FOR RECREATIONAL PATHS:

Recreational paths will be lit with spill light from other facilities only. Light poles along recreational paths are not required.

• EQUESTRIAN TRAIL:

Provide a 10' equestrian trail westward from the southeast corner of the park along the south perimeter of the park to S.W. 92nd Avenue, approximately 1900 linear feet. The trail will dead end at the perimeter fence as shown on the Master Plan. Provide stabilized sub grade within the 10' of the trail, then add topsoil and seed with Pensacola Bahia. Provide two wooden hitching post along the trail, one near the picnic grove, and one near the baseball / softball fields.

• HORSE WATERING TROUGH:

The contractor shall supply and install one aluminum water trough with fill valve in a location specified by the Town.

• LANDSCAPING:

All baseball/ softball and T-ball fields shall be sprigged with St. Augustine. All other areas of the sports complex not in paved or hard surface shall be sodded or seeded with Argentina Bahia Sod. Additionally, the west bank of the canal at the southeast portion of the site shall be provided with top soil and seeded with Argentina Bahia. All seed and sod shall meet or exceed the germination standards set by the Broward County Agricultural and Extension Center, telephone (954) 475-8990.

Tree material shall be Florida Number 1 grade, a minimum of three (3) inch caliper, and twelve to fourteen (12'-14') foot height. The trees shall be live oak, red bay and red maple located as shown on the conceptual plan. A landscape plan for berms and park areas shall be submitted by the contractor for review by the Town. At a minimum the landscape plan shall include 100 trees in addition to those listed below.

Additionally, in the southeast corner of the site, along the west side of the perimeter fence provide 10' min. high laurel oaks at 30' on center. There shall be a minimum of twenty five (25) Laurel oaks planted in a single row. The row of oak trees to the west of the perimeter fence and the existing row of oak trees to the east of the berm shall be so arranged to provide a staggered double row.

Provide landscaping along the top of all earth berms. Recommended materials include:

Canopy Trees: Live Oak, mahogany, slash pine, green buttonwood, gumbo limbo.

Medium trees / accent: Silver buttonwood, jathropa, geiger, dahoon holly.

Palms: Sabal palms, thatch palms (in clusters of 3-5)

Shrubs: Fakachatchee, dwarf gama grass, cocoplum, pittosporum.
Ground cover: Dwarf ilex, coonite fern, dwarf bougainvillea.

• **EARTH BERMS:**

Provide earth berms where shown on the Master Plan. Slope shall be 4:1. The berm at the southern end of the easterly property line, which runs adjacent to the drainage canal, has already been constructed. The earth berms along the easterly and northerly perimeter of the park shall be built to an average height of 2'-6". The berms shall be approximately 3' high at the entrance from S.W. 36th Street and at both sides of the driveway off of Pine Island Road. Between the corner of Pine Island Road and S.W. 36th Street and the entrance at Pine Island Road the berm shall gradually decrease toward the center to 2' high. The berm to the south of the entrance at Pine Island Road may also gradually decrease to a height of approximately 2'. The berms shall be landscaped to conceal parked cars from the view of passerbys on Pine Island Road. The berm landscaping shall also tie into the landscaping theme of the Pine Island Multipurpose Facility. Landscaping plans of the Multipurpose Facility are available for the Design / Build team's examination at the Town of Davie's Department of Capital Projects.

• **PARKING LOTS:**

Provide three parking areas as shown on the conceptual site plan. Provide handicap parking spaces as required by Code.

South of the Roller Hockey Rinks -	171 spaces
North of the 4-Plex Baseball Fields -	177 spaces
<u>Northeast of the Tennis Courts -</u>	<u>167 spaces</u>
Total	515 spaces

Installation:

Sub grade for roadway shall be compacted to a minimum of 100% of the maximum density (AASHTO T-99C). The sub grade will be 12" stabilized with a minimum LBR 40.

Base Course material for paved areas shall be a minimum thickness of 8" placed in a single layer. Base course shall be 70% calcium carbonate limerock, compacted to 98% of the maximum density as per AASHTO T-180-74. As-built surveys and densities of the base course shall be submitted to the Town of Davie for approval prior to paving. Installation of the wearing surface shall conform with the requirements of the D.O.T. standard specifications I" Type S-III asphaltic concrete over prime coat or the latest revision for the approved Broward County mix.

Painted striping shall be provided for all parking areas including handicap spaces, turn arrows, cross walks, etc. All pavement markings shall conform to the requirements of the Manual on Uniform Traffic Control devised for streets and highways, and FDOT Roadway and Traffic Design Standards.

Provide and install 6" extruded concrete wheel stops, one for each parking space, fastened down to the pavement with two 12" long #5 steel spikes each. Landscaped islands shall be provided in accordance with the Davie Code. Curbing around islands shall be type "D".

- **ROADWAYS:**

For roadways, remove all muck and deleterious materials. Provide 12" sub grade compacted to 100% maximum density AASHTO T-99C, stabilized as required with a minimum limerock bearing ratio (LBR) of 40. Sub grade shall extend out at least 12" more than base course on each side of roadway.

Provide 8" limerock base course compacted to 98% maximum density AASHTO T-180-74. Limerock shall have 70% calcium carbonate. Base course shall extend out at least 12" beyond the edge of asphalt in both directions. As built surveys and densities of the base course shall be submitted to the Town of Davie for approval prior to paving.

Above base apply prime and tack coat, then 1" thick asphaltic concrete, Type S-III, or the latest revision of the approved Broward County mix. Crown shall be along center of road, slope 1/4" per foot minimum away from crown in each direction. Profile slope shall be 0.1. % .Stripe centerline of roadways as required.

- **STREET LIGHTING AND PARKING LOT LIGHTING:**

Provide lighting for parking areas which shall maintain 5 foot candles, with a 12:1 maximum to minimum ratio, and a 1 foot-candle minimum level. The new light poles and fixtures shall match the existing street lights at Pine Island park. Poles shall be spaced at approximately 150' on center.

- **TRAFFIC CONTROL DEVICES:**

Provide and install a manual traffic control gate across the roadway north of the existing Maintenance Building and to the south of the driveway into the new 167 space parking lot.

- **SITE FURNISHINGS:**

In addition to the picnic tables located in the picnic shelters, provide and install ten (10) additional (6') six foot long picnic benches. These shall be made of hardwood. The wood finish shall be selected by Owner. The exact location of these picnic benches throughout the park shall be determined during the design phase.

In addition to those trash receptacles located at the picnic shelters, provide twenty (20) additional trash receptacles. These shall be of hardwood and shall be capable of containing a 30 gallon min. size trash cans. Provide trash can liners, as well.

Supply and install six (6) park benches to be located throughout the site. Park benches shall be six feet (6') long . They shall be constructed of hardwood and steel. Benches shall be Iron Mountain Forge model # 280-6XR by Little Tikes, or approved equal. Exact locations shall be determined during the design phase.

FRDAP GRANT:

Due to funding by the "Florida Recreation Development Assistance Program" for certain elements of the park, when requests for progress payments for these items are made, they shall be broken out as separate line items on the "Application and Certificate for Payment" form. All funds will be administered the Town and all payments will be made by the Town of Davie. This requirement is for bookkeeping purposes only.

One (1) 24' x 24' Picnic Shelter, including concrete slab (as identified on the Master Plan).

Five (5) Mini Shelters (including concrete slabs).

Equestrian Trail (approximately 1900 lin. ft. by 10' wide).

One (1) Playground (as identified on the Master Plan.)

One (1) Sand Volleyball Court.

Two (2) Horseshoe Pits.

One (1) 300' Outfield Baseball / Softball Field The particular field that will be paid for by FRDAP money is identified on the Master Plan. The sports lighting for this field shall be paid for by the Town of Davie

Two (2) water fountains (adjacent to two of the large Picnic Shelters).

Twelve (12) trash receptacles.

~~Four (4) Signs for Equestrian Trail.~~) Delete ①

~~One (1) Project Identification Sign.~~

Seven (7) Grills.

PUBLIC ENTITY CRIMES INFORMATION:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.0171, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

INDEMNIFICATION:

The contractor agrees to indemnify and hold harmless the Town, its officers, agents, and employees from any and all liability, defense costs, including attorneys' fees, and all other fees incidental to the defense, loss, or damage the town may suffer as a result of claims, demands, costs, or judgments against it arising from the subject project. Nothing in this agreement shall be construed to affect in any way the Town's rights, privileges and immunities as set forth in Florida Statutes 768.28.

INSURANCE:

The Contractor shall furnish proof of Worker's Compensation, Insurance, Commercial General Liability Insurance, Automobile Liability Insurance and Professional Liability Insurance. The Contractor shall carry in force at all times the insurance coverage and the Town will be included as "Additional Insured".

A. WORKER'S COMPENSATION & EMPLOYER'S LIABILITY

INSURANCE Limits:

Worker's Compensation

- Statutory

Employer Liability

- \$100,000 each accident

Disease

- \$500,000 policy limit

Disease

- \$100,000 each employee

B. COMMERCIAL GENERAL LIABILITY INSURANCE - coverage shall provide minimum limits of Liability of \$3,000,000 per occurrence, Combined Single Limit for

Bodily Injury and Property Damage. This shall include coverage for:
Premises/Operations
Products/Completed Operations
Contractual Liability
Independent Contractors

C. BUSINESS AUTO LIABILITY - coverage shall provide minimum limits of liability of \$3,000,000 per occurrence Combined Single Limit for Bodily Injury and Property Damage. This shall include coverage for: owned autos, hired autos, non-owned autos.

D. PROFESSIONAL LIABILITY INSURANCE - coverage shall provide minimum limit of liability of \$1,000,000 per occurrence.

Each policy shall state that the Town will be given fifteen (15) days written notice of any cancellation or material change in any policy. Insurance must be furnished to the Town's Purchasing Division and notification received of its approval PRIOR TO THE COMMENCEMENT of any work. All insurance coverage shall remain in force during the full duration of the contract. Failure to do so will result in the recommendation to terminate the contract immediately.

SELECTION PROCESS:

A. The Selection/Negotiating Committee will first evaluate all Bidder qualifications, and references as contained in Envelope "A" (see pages 26). The Committee will select and short list qualified design/build firms.

B. If your team is short listed, you will be asked to prepare Envelope "B" (see page 26 and 27) containing the price proposals of the short listed firms, estimated time of completion, schematic design, technical submittal and bid bond. Envelope "B" will be requested only after completion of the short listing process set forth in paragraph A above. The short listed firms will also be given a topographic survey and a set of the Calvin Giordano plans and specifications for the "Underground Utilities and Site Improvements" project at Pine Island Park for coordination and reference purposes.

C. The Committee's evaluation process will include presentations by the short listed firms and consideration of price proposals. The Committee may then schedule interviews with the short listed firms to further evaluate the proposals.

D. The Committee will negotiate a final agreement with the best evaluated Bidder.

E. Upon completion of successful negotiations a recommendation of award will be submitted to the Town Council for approval.

EVALUATION: Proposals will be evaluated in accordance with criteria listed below:

Technical Proposal
Consistency of Schematic Drawings with Design Principles
Firm Qualifications and References
Estimated Time to Complete Project
Project Cost

The contract shall be awarded to the responsible Bidder whose Proposal is determined to be the most advantageous to the Town of Davie, taking into consideration the aforesaid evaluation criteria.

As the best interest of the Town may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. Bidders are cautioned to make no assumptions unless their proposal has been evaluated as being responsive.

BONDING: Each "Envelope B" submittal must be accompanied by a certified check or acceptable bid bond in the amount of five percent (5%) of the total bid price as guarantee that the bidder, if awarded the Contract, will within seven (7) consecutive days after prescribed forms are presented to him for signature, enter into a contract with the Town of Davie in accordance with the accepted bid. Bids shall be valid for a period of 120 days. The successful proposer shall give a performance and payment bond satisfactory to the Town, equal to one hundred percent (100%) of the total contract price.

CONTENT OF PROPOSAL:

Proposals should include but not be limited to the following information:

Envelope "A" shall include:

1. Name, address and telephone number/fax, number of your firm.
2. Type of organization, (i.e. individual, partnership, corporation, joint venture, etc.), year established and General Contractor's License Number.
3. Principal of firm.
4. Name of contact person at firm.
5. Description of Firm or Team: Standard Form 254 and 255 - Proposer is encouraged to provide supplemental information, as appropriate, to demonstrate firm or team capabilities.
6. Recent projects best illustrating current qualifications for this project, including contact persons and prime design consultant on each project (w/address and telephone number).
7. Previous Projects: Standard Form 254 and 255 - provide highlights of your previous relevant work experience, photos, photocopies or graphics, as appropriate.
8. Name, address and telephone number of prime design consultant for this projects, including list of previous completed projects of like work.
9. Any other information you feel is appropriate to assist in contract selection.

Envelope "B" shall contain:

1. Total project cost (include project budget breakdown with base costs, contingency and architectural/engineering fees).
2. Design / Build team's time required to complete the project (design, permitting, site work and construction) along with critical path method project schedule. The Town of Davie will process all Town of Davie permits within ten (10) working days. Please note that the maximum number of days to complete this project shall be 240 days.
3. Bid bond submission. The bidder will submit along with his bid (a) evidence that he / she is licensed to perform the work and services or qualified by

examination or reciprocity to be so licensed and (b) a certified check or bid bond in the amount of five percent (5%) of the bid as a guarantee that the Bidder, if awarded the contract will within seven (7) consecutive days after written notice be given of such award enter into a written contract with the Town of Davie, Florida, in accordance with his / her written bid. The successful bidder will submit Payment and Performance Bond satisfactory to the Town of Davie, Florida, equal to one hundred percent (100%) of the contract price, and will submit other required documents as needed.

4. Brief summary of design concepts and construction materials for in-line hockey rinks' dasher board system, sports lighting system, site furnishings, picnic shelters.
- ✓ 5. Schematic design(s) of concession / rest room buildings' floor plan and elevations, and a brief description of their design concept and construction materials.
- ✓ 6. If the proposed overall site plan is different in any way from the Master Site Plan provided with this proposal, provide a detailed drawing of the proposed modifications.
7. Annual operating expense analysis for the sports lighting system as defined in the Sports Lighting section of this specification.

SUBMITTAL OF PROPOSALS:

Interested firms shall submit their "Envelope A" proposal by 2:00 p.m. on Tuesday, February 29, 2000.

Prior to submittal of "Envelope B", the short listed proposers shall be required to attend a mandatory pre-proposal meeting at a date to be determined at the Pine Island Park Community Center building located at 3800 S.W. 92nd Avenue, Davie, Florida 33314-3399.

Seven (7) copies of the proposal consisting of one (1) envelope marked "A" should be submitted to:

Herb Hyman, Procurement Manager
Town of Davie
6591 Orange Drive
Davie, Florida 33314-3399

Mark the front of envelope:

"SEALED PROPOSAL DESIGN/BUILD PINE ISLAND PARK"
Bid No. 00-38
Envelope "A"

PRICING PAGE
(include in "Envelope B".)

DESIGN/BUILD "AN ADDITION TO PINE ISLAND PARK" PROJECT

Base Price _____

Contingency _____

Architectural / Engineering Fees _____

TOTAL BASE BID _____

Additive Alternate #1 - Provide and Install Eleven (11) Electronic Scoreboards for seven (7) Baseball / Softball Fields and four (4) Roller Hockey Rinks

Bidder: _____

Address: _____

Telephone number: _____

By: _____
signature

Title: _____

Date: _____



NCA

Administration 797-1030
Administration Services 797-1020
Budget & Finance 797-1050
Community Services 797-1145
Development Services 797-1111

Engineering 797-1115
Fire Department 797-1090
Police Department 797-1200
Public Works 797-1240
Utilities 433-4000

TOWN OF DAVIE 6591 Orange Drive, Davie, Florida 33314-3399

(954) 797-1000

March 7, 2000

Subject: Request for Proposals for Design / Build
An Addition to PINE ISLAND PARK
Bid No. B-00-38

To All Bidders:

This notice will serve as Addendum 1 to the above referenced formal proposal. This information will affect the content of proposal Envelope "B" which is due on Wednesday, April 26, 2000.

1. On page 5, under the section entitled "ELEVEN (11) BASEBALL / SOFTBALL and T-BALL FIELDS", it is specified that "*Outfields will be sprigged with St. Augustine*". This sentence should be changed to the following:

"Outfields shall be sprigged with Bermuda grass (419 Tifway) ".

2. On page 17, there is reference to phone locations within the four CONCESSION / STORAGE / RESTROOM BUILDINGS. The Design / Build team will be responsible for providing and installing the empty conduit and pull strings to these locations within the building. The Design / Build team shall also be responsible for installing the telephone conduit and pull string from the street to the four Concession / Rest Room Buildings. The Town of Davie will be responsible for the telephone company's installation fee and the phone equipment.

3. On page 24, under ERDAP GRANT, delete reference to "Four (4) Signs for Equestrian Trail" and One (1) Project Identification Sign". They are not in contract. All other signage mentioned in the RFP is to be provided as described.

4. Remove the "Pricing Page", page number 28, and replace with the attached new "Pricing Page", page numbers 28 and 29 and 30.

5. During the negotiation phase, the Town of Davie may choose to identify certain materials purchases for which they will issue purchase orders in order to take advantage of the Town's exemption from State Sales Tax.

PRICING PAGE
 (include in "Envelope B".)
DESIGN/BUILD "AN ADDITION TO PINE ISLAND PARK" PROJECT

	Amount
Asphalt Recreational Paths	\$_____
Basketball Courts (4)	
Asphalt slab	\$_____
Standards and Backboards	\$_____
Surfacing	\$_____
Baseball / Softball / T-Ball Fields (11)	\$_____
Backstops	\$_____
"Dugouts"	\$_____
Netting	\$_____
Warm-up areas	\$_____
Bleachers and player benches	\$_____
Chain Link Fencing (including ball fields and courts)	\$_____
Concessions / Rest Room Buildings (4)	\$_____
Concrete Walks and Bleacher Pads	\$_____
Earth Berms	
Fill, grading	\$_____
Landscaping	\$_____
Electrical Service and Distribution	\$_____
Equestrian Trail and Watering Trough	\$_____
Fill and grading (other than berm)	\$_____
Horseshoe Pits (2)	\$_____
Irrigation System	\$_____
Parking Lots and Roadways	\$_____
Picnic Shelters (3- 24' x 24' and 5- 12' x 12')	
Slabs, shelter, and electrical	\$_____

Playgrounds	\$ _____
Roller Hockey Rinks	
Asphalt slab	\$ _____
Dasher Board System (including player boxes and roof)	\$ _____
Surfacing	\$ _____
Sand Volleyball Court (1)	\$ _____
Sanitary Sewer	\$ _____
Signage (Handicap parking, playgrounds, concession building signage)	\$ _____
Site Furnishings (benches, picnic tables, trash receptacles, and furnishings in picnic shelters)	\$ _____
Site Lighting (parking and roadways)	\$ _____
Site Preparation (where needed)	\$ _____
Sports Lighting	\$ _____
Sod (Bahia) and Sprigging (Bermuda)	\$ _____
Sports Equipment (goals, bases, home plates, & nets)	\$ _____
Storm Drainage	\$ _____
Telephone Conduit with pull string	\$ _____
Tennis Courts (4)	
Asphalt slab	\$ _____
Netting	\$ _____
Surfacing	\$ _____
Traffic Signage and Marking and Gate	\$ _____
Trees (100 assorted)	\$ _____
(25 laurel oaks)	\$ _____
Water fountains	\$ _____
Base Price	\$ _____

General Conditions (Bid Bond, Insurance, Payment and Performance Bonds,
Permits, Site Mobilization and Field Office, Supervision and Project
Management, Testing, etc.) \$ _____

Contingency

Architectural / Engineering Fees \$ _____

TOTAL BASE BID \$ _____

**Additive Alternate #1 - Provide and Install Eleven (11) Electronic Scoreboards for
seven (7) Baseball / Softball Fields and four (4) Roller Hockey Rinks**

\$ _____

Bidder: The Haskell Company

Address: 111 Riverside Avenue

Jacksonville, FL. 32202

Telephone number: (904) 791-4500

By: _____

signature

Title: Project Director

Date: May 3, 2000

The Design / Build team shall present "Envelope B" to the Selection Committee and do an oral presentation according to the attached schedule.

Should you have any further questions concerning this matter, please contact me at (954) 797-1016.


By: Herb Hyman, CPPB
Procurement Manager



NCA

Administration Services
Administration Services 797-1020
Budget & Finance 797-1050
Community Services 797-1145
Development Services 797-1111

Engineering Services
Fire Department 797-1090
Police Department 797-1200
Public Works 797-1240
Utilities 433-4000

TOWN OF DAVIE 6591 Orange Drive, Davie, Florida 33314-3399

(954) 797-1000

March 31, 2000

Subject: Request for Proposals for Design / Build
An Addition to PINE ISLAND PARK
Bid No. B-00-38

To All Proposers:

This notice will serve as Addendum 2 to the above referenced formal proposal. This information will affect the content of proposal Envelope "B" which is due on Wednesday, April 26, 2000.

1. A revised topographic survey is attached. This supersedes the one previously distributed at the Pre-submission meeting on Tuesday, March 14, 2000.
2. Soil borings previously performed on the park site are attached for reference purposes. The soil borings required by the Design / Build team for the Work in this contract shall be the responsibility of the Design / Build team as indicated on page 19, under the heading of "De-mucking and Site Preparation".
3. In order to further clarify page 19, under the heading "De-mucking and Site Preparation", the Design / Build Contractor will be responsible for final grading of the site, including all swales and berms, to achieve the finish grade elevations indicated on the Calvin, Giordano drawings.
4. On page 10, under "Spill Light", modify the Horizontal Foot candles and the Vertical Foot candles (with meter aimed toward the brightest bank of lights) on the west property line only (adjacent to Silver Oaks Elementary School) to 1.0 fc max. All other maximum allowable foot candles, on the north, south and east property line shall remain as is.
5. A project schedule for the two major projects being performed at Pine Island Park is attached. This is for informational purposes only, and may be modified at any time, at the Owner's sole discretion, without affecting the Design / Build contractor's proposal.
6. Drawings of existing facilities at the park are available for review in the Engineering Department of the Town of Davie, in the office of the Project Manager. Please call Cheryl Dolin at (954) 797-1191 to set up an appointment to review these documents. They may be reproduced, as requested, at the Proposer's own expense.

7. The irrigation pump(s) shall be manufactured by Hoover Pumps, Inc. 2620 NW 15th Court, Pompano Beach, FL 33069, Telephone (954) 971-7350, or equal, as approved in writing by the Town of Davie.

8. By way of clarification, on page 15, under the heading "Two (2) Playgrounds" it is the Town's intent to purchase and install the playground equipment (apparatus) ourselves (N.I.C.). The Design / Build team shall provide all other elements of the playground as described in the RFP. Once the playground site has been prepared, the Owner will purchase and install the playground equipment, and then the Contractor will install the sand.

9. The orientation of the building pad for the Concession / Restroom Building in the southeast wheel of baseball fields has been constructed with the long access running in the east / west direction, not in the north / south direction as shown on the Master Plan.

10. A copy of the attendance list for the pre-submittal meeting is attached.

The Design / Build team shall present "Envelope B" to the Selection Committee and do an oral presentation as per previous correspondence. Should you have any further questions concerning this matter, please contact me at (954) 797-1016.


By: Herb Hyman, CPPB
Procurement Manager



Administration Services 797-1020
Budget & Finance 797-1050
Community Services 797-1145
Development Services 797-1111

Fire Department 797-1090
Police Department 797-1200
Public Works 797-1240
Utilities 433-4000

TOWN OF DAVIE 6591 Orange Drive, Davie, Florida 33314-3399

(954) 797-1000

April 10, 2000

Subject: Request for Proposals for Design / Build
An Addition to PINE ISLAND PARK
Bid No. B-00-38

NCA

To All Proposers:

This notice will serve as Addendum 3 to the above referenced formal proposal. This information will affect the content of proposal Envelope "B" which is due on Wednesday, April 26, 2000.

1. In the "Request for Proposals", on page 23, under the heading "SITE FURNISHINGS", on page 14 under the heading "THREE (3) PICNIC SHELTERS", and on page 14 under the heading "FIVE (5) MINI SHELTERS", and on page 15 under the heading "TWO (2) PLAYGROUNDS", it is specified that the picnic tables, trash receptacles, grills, and the park benches are to be supplied by the Design / Build team. The Town of Davie has decided to purchase and install all of the picnic tables, trash receptacles, grills, and park benches ourselves. They will be "not in contract".

The Design / Build team will still be responsible for the purchase and installation of the aluminum bleachers and aluminum player benches, as specified.

2. The chain link fencing around the four soccer / football fields, and all around the perimeter of the southwesterly football field shall be provided and installed by the Town of Davie, and is "not in contract".

3. The following are RFI's that were received from the Design / Build teams, and their responses:

RFI #1 " Please see enclosed green colored areas which depict our understanding of the limits of irrigation as per the intent of the request for proposals. Please verify if this layout is correct."

Response:

The attached layout is as intended by the Request for Proposals, with the exception of one area. The existing landscape berm along the canal at the southeast corner of the site does not need to be irrigated.

Also, and this is an addition to the the original scope, design supply and install all components required in order to irrigate a 30' strip along the interior roadways that are not presently irrigated. We have added these areas in pink to your sketch. All areas shown in pink and all areas shown in green, with the exception of the berm along the

An Equal Opportunity Employer

canal at the southeast corner, are to be designed and constructed to be irrigated within the scope of work of this project.

RFI #2

"Please send us a copy of the water use permit so we can verify consumption."

Response:

The Central Broward Drainage District has already approved our use of the canal water for irrigation purposes. The Design Build team shall be responsible for applying for and obtaining the water use permit from the South Florida Water Management District, if required.

RFI #3

"Please identify the spacing of the sprigged Bermuda Grass (419 Tifway)."

Response:

The Bermuda grass (419 Tifway) sprigs which are specified are actually little baby plants that have been pulled out by the roots. They are spread with a spreader, and then rolled into the earth. Therefore, one cannot speak in terms of an actual "spacing requirement".

RFI #4

"Please be advised that our fencing consultant and subcontractor needs to know as to what Code standards we are to design the poles and fencing of the ball field backstops."

When wind is the deciding factor (as per the South Florida Building Code) the cost is greatly increased, however as a result of designing for the wind factor, safety increases.


It is our understanding that several parks from Miami to Palm Beach have a different design criteria. Please send us confirmation as to what is required.

Please identify for what factor we need to design as it relates to this project."

Response:

The backstops shall comply with the requirements of the South Florida Building Code for wind loading, and will be classified as a "Screen Enclosure" under Section 4403 which states in part, that the screen structure shall be designed "to resist at grade surface velocity of 75 MPH wind with the applicable shape factors".

The Design / Build team shall present "Envelope B" to the Selection Committee and do an oral presentation as per previous correspondence. Should you have any further questions concerning this matter, please contact me at (954) 797-1016.

By: 
Herb Hymman, CPPB
Procurement Manager

attachment: One Colored Master Plan



Administration 797-1030
Administration Services 797-1020
Budget & Finance 797-1050
Community Services 797-1145
Development Services 797-1111

Engineering 797-1113
Fire Department 797-1090
Police Department 797-1200
Public Works 797-1240
Utilities 433-4000

TOWN OF DAVIE 6591 Orange Drive, Davie, Florida 33314-3399

(954) 797-1000

April 12, 2000

Subject: Request for Proposals for Design / Build
An Addition to PINE ISLAND PARK
Bid No. B-00-38

NCA

To All Proposers:

This notice will serve as **Addendum 4** to the above referenced formal proposal. This Addendum extends the date and changes the location of the submittal of the proposal Envelope "B" and the oral presentations, which were previously scheduled for Wednesday, April 26, 2000.

The Design / Build teams shall present "Envelope B" to the Selection Committee and do an oral presentation on **Wednesday, May 3, 2000**. The presentations shall be given in the Town of Davie Town Hall Community Room, located at 6591 Orange Drive, Davie, Florida 33314. The times of the presentations remain unchanged. They are as follows:

9:00 a.m. - The Haskell Company
10:00 a.m. - Recreational Design and Construction
11:00 a.m. - Megan South
1:00 p.m. - Brang Co. Inc. of Florida

Should you have any further questions concerning this matter, please contact me at (954) 797-1016.

By: Herb Hyman, CPPB
Procurement Manager

Post-It® Fax Note	7671	Date	4/12/00	# of pages	1
To	Norm Andersen	From	C. Dalin		
Co./Dept.	Haskell	Co.	Town of Davie		
Phone #		Phone #	(954) 797-1191		
Fax #	(904) 357-4867	Fax #			

ACORD CERTIFICATE OF LIABILITY INSURANCE

PAGE 1 OF 1

DATE(MM/DD/YY)
27 JUN 2000

PRODUCER
WellsCorroonCorporationofFlorida
7650CourtneyCampbell
Causeway,Suite920
TampaFL33607
(813)281-2095

43231

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY 27855006 (TAM0)
A ZurichAmericanInsuranceCompany
COMPANY B
COMPANY C
COMPANY D

ShariSegall

INSURED

THEHASKELLCOMPANY
P.O.BOX44100
JACKSONVILLEFL32231-4100

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	GLO297874900	31-JAN-2000	31-JAN-2001	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS COMP/PROPAGG \$ 2,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Anyone's) \$ 50,000 MED EXP (Anyone's person) \$ 5,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALLOWED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BAP297875100	31-JAN-2000	31-JAN-2001	COMBINED SINGLE LIMIT \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY \$ EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY THE PROPRIETOR/ PARTNER/S/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	WC297875000	31-JAN-2000	31-JAN-2001	<input checked="" type="checkbox"/> WORKERS COMP/STATUTORY LIMITS <input type="checkbox"/> OTHER EACH ACCIDENT \$ 1,000,000 E/DISEASE-POLICY LIMIT \$ 1,000,000 E/DISEASE-EA EMPLOYEE \$ 1,000,000
A	OTHER Professional Liability	GLO297874900	31-JAN-2000	31-JAN-2001	Limit: \$1,000,000.

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES/SPECIAL ITEMS

Workers Compensation Statutory Limits: Excess of Qualified Self Insured Retention
Project No. B-00-38 - Design/Build Additions to Pine Island Park

CERTIFICATE HOLDER

THE TOWN OF DAVIE
6591 ORANGE DRIVE
DAVIE FL 33314

CANCELLATION

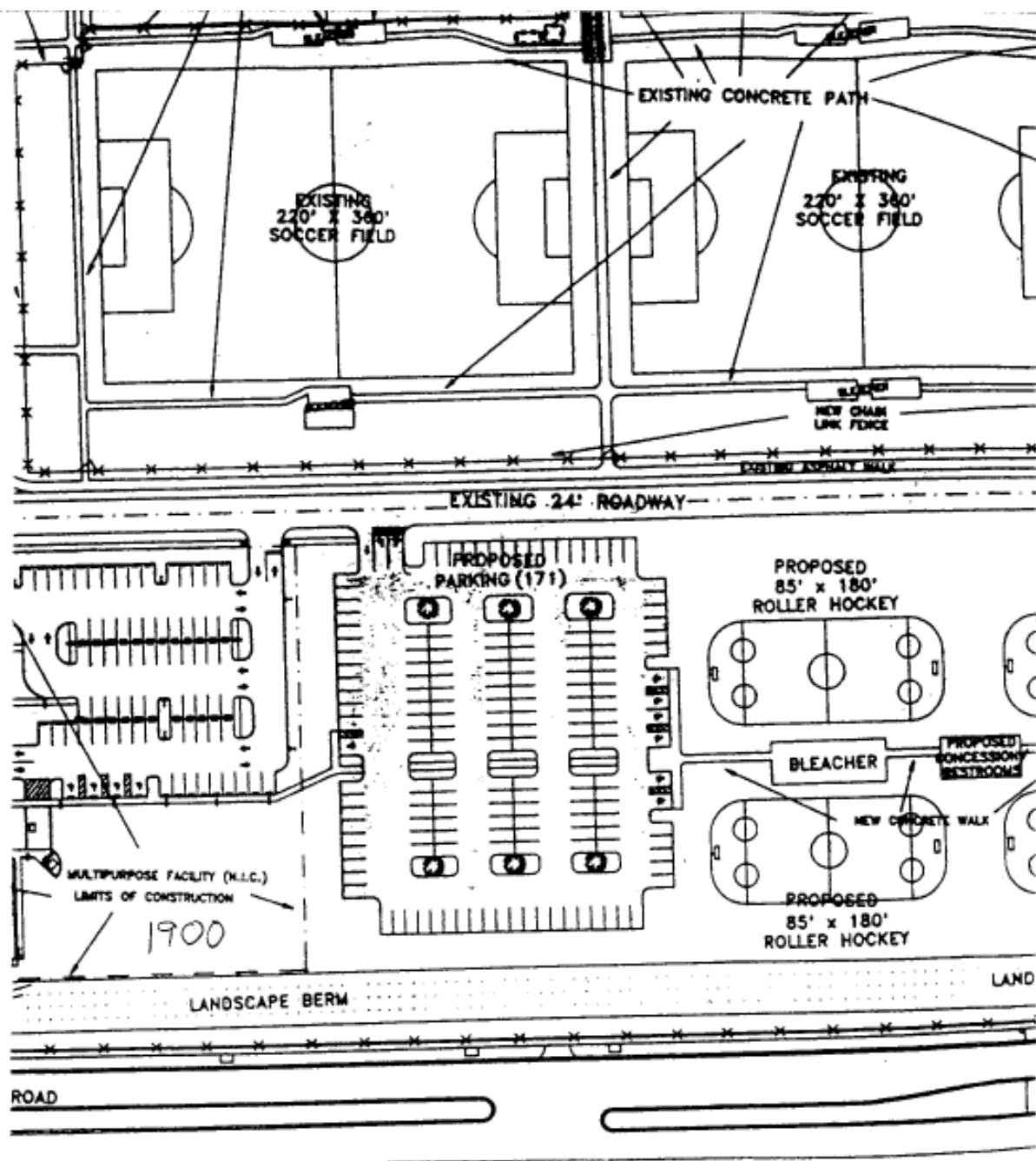
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25-S (1/95)

GLAUWCPROF

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TOD SITE PLAN

AND PARK MASTER PLAN